



# Arbitration Rules

**Start date**  
**01/01/2022**



**CCI PARIS ILE-DE-FRANCE**  
**ENTREPRISES**

# CMAP ARBITRATION RULES

## GENERAL PROVISIONS

### 1. ADOPTION

- 1.1. The parties shall be bound by the present arbitration rules, either by signing an arbitration agreement appointing the Centre for Mediation and Arbitration of Paris (hereinafter "CMAP" or "the Centre") as the arbitration institution or by voluntarily adopting these rules, or where the Centre has been appointed by a State court.
- 1.2. Unless otherwise expressly specified, by adopting these rules the parties shall be deemed to have adopted the CMAP Adjudication Rules.
- 1.3. Unless otherwise expressly specified, by adopting these arbitration rules or the CMAP Adjudication Rules, the parties shall be deemed to have agreed not to apply to a state court to seek an interim or protective measure.
- 1.4. However, this waiver shall not bar any application to a state court:
  - in order to seek an investigative measure aiming at preserving or establishing, before any legal process, the evidence of the facts upon which the resolution of the dispute depends.
  - in the case mentioned in Article 17.4 of the CMAP Adjudication Rules.
  - if the measure sought, particularly in cases of conservatory attachments and court-ordered security rights, can only be ordered by a State court.
- 1.5. The provisions of paragraphs 2 to 4 of the present Article shall only apply if the parties have adopted the CMAP Arbitration Rules or the CMAP Adjudication Rules by an agreement entered into on or after 1 January 2022.

### 2. CMAP SECRETARIAT

- 2.1. The CMAP Secretariat comprises a team of legal officers and employees of the Centre, under the authority of its General Delegate. Requests for arbitration are sent to the Secretariat. Parties and arbitrators may refer to the Secretariat whenever they consider it necessary or whenever the latter can provide an answer to any questions they have.
- 2.2. Any electronic communication sent to the Secretariat, in accordance with these rules, shall be sent to: [arbitrage@cmap.fr](mailto:arbitrage@cmap.fr) or, after the request for arbitration has been registered, to the email address indicated by the Secretariat. Any files may be sent as attachments or via a secure link allowing their download.

### 3. CMAP ARBITRATION COMMITTEE

The CMAP Arbitration Committee comprises a President and members who are arbitration experts, appointed in accordance with the by-laws of the Centre. It carries out the duties assigned to it by these rules for the administration of arbitration.

## COMMENCEMENT OF ARBITRATION

### 4. REQUEST FOR ARBITRATION

- 4.1. CMAP is seized by a request for arbitration that indicates:
- (a) the name and address of the claimant and, where applicable, the name and address of their counsel;
  - (b) the name and address of the respondent and, where applicable, the name and address of their counsel;
  - (c) all email addresses at which the respondent and their counsel can be rapidly contacted;
  - (d) a brief description of the dispute and the relief sought, including an estimate of their pecuniary value involved;
  - (e) all relevant agreements, particularly the arbitration agreement or agreements;
  - (f) if the clause does not mention the required number of arbitrators for the arbitral tribunal, the uneven number of arbitrators that the claimant wishes to be appointed;
  - (g) where the parties have agreed on the number, of arbitrators, which shall be uneven, the name of the arbitrator or arbitrators proposed by the claimant.
- 4.2. The request for arbitration may be sent to the Secretariat by email. The request for arbitration may also be sent to the Centre in hard copy, by ordinary or registered mail, or by any other means. Finally, it may be delivered to the Secretariat, in hard copy.
- 4.3. When the request is sent or delivered to the Centre in hard copy, a copy must be provided for each of the respondents, plus one copy for CMAP.
- 4.4. Whichever process is used to send the request for arbitration, the Centre is only seized once it has confirmed receipt thereof. It is the claimant's responsibility to keep proof of the submission of the request for arbitration.
- 4.5. The request shall be registered only if it is submitted with payment of the registration fee, as defined by the schedule of fees in force on the date of submitting the request.

### 5. REPLY TO THE REQUEST FOR ARBITRATION

- 5.1. Once the request for arbitration has been registered, the Secretariat shall send a copy of it to the respondent, by email or regular mail, or by any other means. This notice shall grant the respondent thirty days in order to reply.
- 5.2. The reply is sent to the Secretariat by email or, if it is in hard copy, by ordinary or registered mail or any other means. It may also be delivered to the Secretariat in hard copy. When the reply is given in hard copy, a copy must be provided for each of the parties, plus one copy for CMAP.
- 5.3. If the clause does not mention the required number of arbitrators for the arbitral tribunal, the respondent must specify the uneven number of arbitrators that it wishes

to be appointed. If the parties have agreed on the number of arbitrators, which shall be uneven, the respondent shall indicate the arbitrator or arbitrators it wishes to appoint.

- 5.4. Upon receiving the reply, the Secretariat shall send it to the claimant by email or regular mail, or by any other means.
- 5.5. The reply may contain counterclaims, in which case the claimant may, within fourteen days of receiving the reply, submit a brief note to the Secretariat in response to the counterclaims, without delaying the constitution of the arbitral tribunal.

## **6. FAILURE TO REPLY**

Failing a reply to the request for arbitration and upon the expiration of the time limit stipulated in Article 5.1, the Secretariat shall verify that the respondent received the notice and:

- (a) where there is no arbitration agreement designating CMAP, inform the claimant and close the case; however the registration fee paid shall not be refunded.
- (b) in the case of an arbitration agreement designating CMAP, implement the arbitration procedure in accordance with the provisions set forth below, each process being notified to the defaulting party. In this case, the arbitration shall take place and the award shall be made by default.

## **7. ADDITIONAL CLAIMS**

During the arbitral proceedings, the parties may submit any additional claims that fall within the jurisdiction of the arbitral tribunal, subject, as applicable, to any specific procedural rules adopted by the parties or the arbitral tribunal.

## **8. 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 and if a party so requests, the Arbitration Committee shall conduct a preliminary assessment of the possibility of implementing the arbitration procedure.

## **9. ASSISTANCE AND REPRESENTATION OF PARTIES**

- 9.1. Each party may be assisted by any person of their choice. Each party may arrange to be represented at the arbitral proceedings by a person empowered by them for such purpose.
- 9.2. During the proceedings, any party who wishes to be assisted by a new counsel or representative or to replace their counsel or representative shall inform the arbitral tribunal immediately.

- 9.3. The arbitral tribunal may then, after obtaining the parties' observations, take any measure to avoid a conflict of interest arising in respect of an arbitrator, including prohibiting the addition or replacement of a counsel or representative. In this case, the interested party shall retain their original counsel or representative or appoint another one.

## **10. COMMUNICATIONS AND NOTICES**

- 10.1. Submissions, files, correspondence, and exhibits shall be served in the manner agreed by the parties or decided by the arbitral tribunal. Electronic communication may be used.
- 10.2. All notices shall be communicated simultaneously to all the parties or, at their request, to their representatives, and to each member of the arbitral tribunal.
- 10.3. All submissions, files, correspondence, and exhibits shall also be communicated to the Secretariat, by email.
- 10.4. To be valid, communications shall be sent to the email or postal address indicated by the arbitrators and the parties or their representatives. Any change of address shall be communicated to the parties, the arbitrators, and the Secretariat. The person thus notifying a change of address shall ensure that such notice has been received by all interested parties.
- 10.5. The decisions of the Arbitration Committee shall be communicated to the parties or, at their request, to their representatives and to the arbitrators, by email or regular mail, or by any other means.

## **11. ADVANCES, REFERRAL TO THE ARBITRAL TRIBUNAL, FEES AND EXPENSES**

- 11.1. As soon as the Secretariat has received the parties' respective claims, or upon the expiry of the time limit specified in Article 5.1 of these rules, the Arbitration Committee shall determine the amount of the advances to be paid on the arbitrators' fees and the administrative charges. The amount of the advances shall be sufficient to cover the fees and administrative charges determined, based on the value of the dispute, by applying the CMAP's schedule of fees, the limits of which may not be exceeded unless otherwise expressly agreed by the parties. The schedule applied shall be the one in force on the date of the request for arbitration, as the CMAP's schedule is revised on a regular basis.
- 11.2. The Arbitration Committee shall also issue a request for advance payment to cover the foreseeable expenses of the arbitrators. Amounts received by the Centre in this respect are used to reimburse expenses incurred by the arbitrators. If any such amounts remain after the award has been rendered, they shall be returned to the parties *pro rata* with the contribution they paid to these advances on expenses.
- 11.3. Once the amount of advances on arbitration fees, administrative charges and foreseeable expenses is determined, half of it is charged to the claimants and half of it is charged to the respondents. In case of multi-party arbitration, the amount payable by the claimants is divided equally between them and the amount payable by the respondents is divided equally between them. The Secretariat shall then send all the

parties a request for advances, payable within the time limit defined by the Arbitration Committee.

- 11.4. The Secretariat can only effectively refer the case to the arbitral tribunal once the requested advances have been paid in full. Should any of the parties fail to pay its share or to pay any additional advance, another party may pay it instead or replace payment with a bank guarantee acceptable to CMAP.
- 11.5. However, if the Arbitration Committee considers it appropriate, the case may be referred to the arbitral tribunal as soon as a sufficient amount has been paid to remunerate the arbitrators for the foreseeable steps until the drafting of the terms of reference, or the order organising the proceedings. In this case, if any requested advances remain outstanding once said terms of reference or said order have been signed, the Arbitration Committee may suspend the arbitral proceedings or decide that the arbitral tribunal will only examine certain claims of the parties.
- 11.6. Failing payment of the advances, after expiration of the time limit and in the absence of an offer from one party to pay the amount owed by the other party, CMAP shall consider that the request lapsed. It shall inform the parties thereof and retain the administrative charges paid.
- 11.7. Where the share of the advance owed by the defaulting party is paid by another party, the latter may ask the Arbitration Committee to revise and set the total amount of the advance payable based on its application alone. If the Committee accepts this request, the case shall be referred to the arbitral tribunal only with respect to the application of the party having made the advance payment.
- 11.8. The defaulting party may only submit a counterclaim to the arbitral tribunal after paying the advance on costs payable by it, unless it is granted special permission by the Arbitration Committee, based on an opinion from the arbitral tribunal if it is already constituted, particularly to safeguard due process.
- 11.9. If, during the arbitral proceedings, the submission of additional claims or the reassessment of original claims increase the value of the dispute, or if the expenses of the arbitrators are higher than expected, the Arbitration Committee may request an additional advance, and payment thereof shall be subject to the provisions of paragraphs 3 and 4 of this article. Failing payment within the time limit granted, the additional claims shall be deemed to have never been made.
- 11.10. In the award, the arbitral tribunal may, at the request of one of the parties, order the others to reimburse that party all or some of the advances it has paid in respect of arbitration fees, administrative charges, the foreseeable expenses of the arbitrators and other procedural costs.
- 11.11. If a party has received funding from a third party to cover payment of the arbitration fees, the administrative charges, the expenses of the arbitrators and other procedural costs, they must disclose it immediately, as soon as the request for arbitration is made or the reply to the request is given, as applicable, to enable the arbitrators to meet their disclosure obligation under Article 18.2. The third-party funder may pay the requested advances directly to the Centre.



## 12. PROTECTIVE AND INTERIM MEASURES

After referral to the arbitral tribunal, it shall have jurisdiction to order protective and interim measures unless, owing to their nature, they should be ordered by another authority.

### COMPLEX ARBITRATIONS

## 13. JOINDER

13.1. The arbitral tribunal or, when the arbitral tribunal is not yet constituted, the Arbitration Committee may authorise a third party to be joined as a party to the arbitration after consulting all the parties, including the third party, provided that:

- (a) the third party is, *prima facie*, bound by the arbitration agreement or one of the arbitration agreements giving rise to the arbitration, on the understanding that any party may subsequently ask the arbitral tribunal to rule on its jurisdiction in respect of the claims submitted by or against the third party; or
- (b) all the parties, including the third party, have expressly accepted the joinder.

13.2. The request for joinder shall contain:

- (a) the reference of the proceedings to which the third party is to be joined;
- (b) the particulars or business name and address of the third party and, where applicable, the name and address of their counsel;
- (c) whether the third party will intervene as claimant or respondent;
- (d) a brief presentation of the facts and arguments raised in support of the request for joinder, the basis for the request and mention of the decisions sought, including their pecuniary assessment;
- (e) all relevant agreements, particularly the arbitration agreement or agreements; and
- (f) all useful information and comments or proposals concerning the number and choice of arbitrators, the language and the seat of arbitration.

13.3. The date on which the Centre receives the request for joinder shall be considered, for all useful purposes, to be the commencement date of the arbitration with respect to the third party.

13.4. No third-party joinder may take place after service of the first submissions on the merits, unless otherwise decided by the arbitral tribunal, considering the circumstances.

13.5. Any request for joinder submitted after the arbitral tribunal has been constituted shall be decided on by the latter. In this case, the joinder may only be authorised if the third party accepts the constitution of the arbitral tribunal and agrees with the content of the executed version of the terms of reference, as the case may be.

- 13.6. When deciding on a request for joinder, the arbitral tribunal or, if the arbitral tribunal is not yet constituted, the Arbitration Committee shall take all relevant circumstances into account, and particularly the *prima facie* jurisdiction of the arbitral tribunal in respect of the claims submitted by or against the third party, the risk of conflicts of interest, the stage reached by the current arbitral proceedings, the procedural consequences of the joinder and the benefits of addressing, in the same proceedings, the original claims and those submitted by or against the third party.
- 13.7. The Arbitration Committee may adjust the advance on arbitration fees, administrative charges and expenses of the arbitrators to take the request for joinder into account, and ask for any additional amount.

## **14. MULTI-PARTY OR MULTI-CONTRACT ARBITRATION**

- 14.1. Any request for arbitration may be made by several claimants and against several respondents. In the reply to the request for arbitration, any respondent may submit counterclaims against one or several parties to the arbitration.
- 14.2. Claims based on or made in connection with several contracts may be made within a single arbitration procedure, pursuant to one or more arbitration agreements referring to the CMAP Arbitration Rules, provided that such arbitration agreements are compatible and that:
- (a) the claims stem from the same legal relationship or relationships; or
  - (b) the claims stem from contracts consisting of a main contract and its ancillary contract or contracts; or
  - (c) the claims stem from the same transaction or series of transactions.

## **15. CONSOLIDATION OF ARBITRATIONS**

- 15.1. At the request of any party or of its own motion, the Arbitration Committee may consolidate into a single procedure several current arbitral proceedings that are subject to the CMAP Arbitration Rules, after consulting all the parties and any arbitrator already appointed, in the following cases:
- (a) All the parties to all the arbitral proceedings expressly agree to the consolidation; or
  - (b) All the claims in all the arbitral proceedings are made pursuant to the same arbitration agreement or agreements; or
  - (c) All the claims made in the arbitral proceedings are based on several arbitration agreements that are all compatible and the claims stem from:
    - the same legal relationship or relationships;
    - contracts consisting of a main contract and its ancillary contract or contracts; or
    - the same transaction or series of transactions.



- 15.2. When issuing its decision, the Arbitration Committee shall take all relevant circumstances into account, including the stage reached in each of the proceedings and the appointments of arbitrators already made.
- 15.3. When the Arbitration Committee decides to consolidate several proceedings, they shall be consolidated into the procedure that commenced first, unless otherwise agreed by all the parties or otherwise decided by the Arbitration Committee, considering the circumstances.
- 15.4. If the consolidation of the arbitral proceedings requires the constitution of a new arbitral tribunal, the Arbitration Committee shall constitute said tribunal and may withdraw any arbitrator already appointed.
- 15.5. Where applicable, the Arbitration Committee shall determine the amount of fees to be paid to the arbitrators withdrawn, based on the tasks they performed prior to their withdrawal. It shall also decide on the reimbursement of the expenses they incurred prior to their withdrawal.
- 15.6. As a result of the consolidation, the Arbitration Committee may request additional advances on arbitration fees, administrative charges and foreseeable expenses.
- 15.7. Neither the withdrawal of an arbitrator already appointed, nor the consolidation shall affect:
  - (a) the validity of steps taken or orders issued in the consolidated arbitral proceedings prior to the consolidation;
  - (b) the date on which a claim or defence was raised for the purpose of applicable time limits.

## **CONSTITUTION OF THE ARBITRAL TRIBUNAL**

### **16. 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.

### **17. APPOINTMENT OF ARBITRATORS**

- 17.1. When the arbitral tribunal must be composed of a sole arbitrator, the latter is proposed by mutual agreement by all the parties, within the time limit granted by the Arbitration Committee, where applicable. Failing an agreement between the parties, the Arbitration Committee shall appoint the sole arbitrator.
- 17.2. Where the arbitral tribunal must be composed of several arbitrators, in a number equal to the number of parties, each party shall propose one arbitrator.
- 17.3. Where the arbitral tribunal must be composed of a number of arbitrators different to the number of parties, the claimants and respondents shall jointly propose one arbitrator.

- 17.4. The proposals thus made shall be submitted to the Arbitration Committee for confirmation.
- 17.5. Where the arbitral tribunal must be composed of several arbitrators, the arbitrators proposed by the parties, once they are confirmed, shall propose a person to act as presiding arbitrator of the arbitral tribunal. This person must also be confirmed by the Arbitration Committee.
- 17.6. When the Arbitration Committee refuses to confirm an arbitrator or the presiding arbitrator, it shall ask the party, group of parties or the arbitrators who proposed the person refused to make another proposal for confirmation.
- 17.7. Where the application of the arbitration agreement and the present article would result in the constitution of an arbitral tribunal composed of an even number of arbitrators, the parties shall propose, by mutual agreement, within the time limit defined by the Arbitration Committee, an additional arbitrator to complement the arbitral tribunal. The proposal thus made shall be submitted to the Arbitration Committee for confirmation. Failing a proposal of the parties, the Arbitration Committee shall appoint the additional arbitrator.
- 17.8. Any dispute or difficulty arising out of or in connection with the constitution of the arbitral tribunal shall be settled by the Arbitration Committee, failing an agreement between the parties.
- 17.9. Notwithstanding the provisions of paragraphs 1 to 7 of the present article and notwithstanding any agreements of the parties, the Arbitration Committee may always refuse to confirm the proposed arbitrators and presiding arbitrator and may appoint itself one or all of the members of the arbitral tribunal, when the principle of equality of the parties in the appointment of arbitrators or any other legitimate reason so requires.

## **18. INDEPENDENCE AND IMPARTIALITY OF ARBITRATORS**

- 18.1. Arbitrators must be independent and impartial and so remain until the award is rendered.
- 18.2. Prior to accepting their mission, the arbitrators must notify the Arbitration Committee of any circumstance likely to create a reasonable doubt in the mind of the parties as to their independence or impartiality. They must also immediately disclose any similar circumstances, even if it is well known, arising after they accepted their mission.
- 18.3. Arbitrators shall be appointed, confirmed or maintained by decision of the Arbitration Committee, after seeking the opinion of the parties.
- 18.4. Arbitrators undertake to be available throughout the entire proceedings, to demonstrate loyalty and to act promptly.

## **19. CHALLENGE**

- 19.1. Any party wishing to challenge an arbitrator for circumstances disclosed or discovered after the arbitrator's appointment shall immediately and within thirty days of the date upon which this party became aware or should have become aware of the ground for the challenge, submit a reasoned request to the Arbitration Committee. After affording each party the opportunity to be heard and after hearing the arbitrator against whom the challenge is directed, the Arbitration Committee shall rule on the request. The decision of the Arbitration Committee is not reasoned and shall not be subject to any form of recourse.
- 19.2. Once the award has been rendered, no challenge of arbitrators shall be admissible.
- 19.3. Unless otherwise decided by the Arbitration Committee, the arbitral proceedings shall be suspended pending its decision on the challenge.

## **20. REPLACEMENT**

- 20.1. Arbitrators shall undertake to carry out their mission through to its completion. However, the Arbitration Committee may accept the resignation of an arbitrator, for a legitimate reason. If professional privilege or any other circumstance so justifies, the resigning arbitrator may disclose the reason for his or her resignation solely to the Arbitration Committee which shall assess the legitimacy thereof, in a strictly confidential manner.
- 20.2. In the event of resignation, inability to act or disqualification of an arbitrator, the latter shall be replaced according to the procedure that applied at the time of his or her appointment. The time limit for delivering the award 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. The Arbitration Committee shall also decide on the sharing of fees between the replaced arbitrator and his or her substitute.
- 20.3. As an exception, the Arbitration Committee may decide that the resigning or impeded arbitrator should not be replaced and that the award shall be made by the truncated arbitral tribunal.
- 20.4. The arbitral tribunal that has been supplemented or truncated shall decide whether and to what extent the arbitral proceedings are to be resumed.

## **ARBITRAL PROCEEDINGS**

### **21. SEAT AND LANGUAGE OF PROCEEDINGS**

- 21.1. Unless otherwise agreed by the parties, the seat of arbitration shall be in Paris. The arbitral tribunal may, at its discretion, convene meetings or hearings at any other venue.

- 21.2. The language of the arbitration shall be chosen by the parties. Failing an agreement of the parties, the language to be used shall be decided by the arbitral tribunal, considering the characteristics of the dispute. French or English shall be used until another language has been agreed upon.
- 21.3. Whatever the language of the proceedings, communications with the Secretariat and the Arbitration Committee shall be in French or English.

## **22. REFERRAL TO THE ARBITRAL TRIBUNAL**

The case shall be considered referred to the arbitral tribunal as of the date on which the Secretariat transmits the file to the arbitral tribunal, in accordance with the stipulations of Articles 11.4 and 23.1 of these Rules.

## **23. RULES APPLICABLE TO PROCEEDINGS**

- 23.1. When the arbitral tribunal has been constituted, the Secretariat shall send a copy of the parties' claims to each of its members as well as the exhibits already received.
- 23.2. The arbitral tribunal shall then organise the proceedings in whatever manner it sees fit, based on the nature of the case and taking into account any arrangements agreed by the parties.
- 23.3. To that effect, the arbitral tribunal may, without being required to do so, organize an opening conference to adopt procedural rules. This conference can take place in person, via videoconference or via other appropriate means of communication.
- 23.4. The parties and arbitrators may decide to draft and sign terms of reference, but this is not an obligation.
- 23.5. Where applicable, the terms of reference or any order organising the proceedings shall be sent to the Secretariat by the arbitral tribunal, within seven days of their signature.
- 23.6. A party which knowingly and for no legitimate reason refrains from invoking, in a timely manner, an irregularity before the arbitral tribunal shall be deemed to have waived their right to avail themselves thereof.
- 23.7. Unless otherwise agreed by the parties and the arbitral tribunal, the arbitral proceedings shall be confidential, and the hearings shall not be public.
- 23.8. Unless otherwise agreed by the parties, a hearing must be held if one party so demands. Failing an agreement between the parties on the holding of the hearing, the arbitral tribunal shall determine the arrangements and shall particularly decide whether the hearing shall take place in person, via videoconference or via other appropriate means of communication.

## **24. RULES APPLICABLE TO THE MERITS**

- 24.1. The arbitral tribunal shall rule by applying rules of law, unless the parties have agreed that it shall rule as an *amiable compositeur*.
- 24.2. The parties may choose the rules of law that the arbitral tribunal shall apply to decide the dispute. Failing such choice, the arbitral tribunal shall apply the rules of law that it deems appropriate.

## **25. TAKING OF EVIDENCE**

- 25.1. The arbitral tribunal may order any investigative measure, at the request of any party or of its own motion. It shall settle any issue concerning evidence.
- 25.2. The arbitral tribunal may carry out any investigation it deems necessary, including on-site visits, if necessary. It may decide to hear witnesses, experts appointed by the parties or any other person that any party requests be heard or that it decides to hear of its own motion.
- 25.3. If it considers it appropriate or at the request of any party, the arbitral tribunal may appoint one or more experts and define their mission, which must afford each party an opportunity to be heard, and receive their report. In this case, the costs of the expert assessment shall be borne by the parties in equal shares and paid in advance, without prejudice to the final allocation of costs determined by the arbitral tribunal in the award.
- 25.4. Any difficulties arising during the expert assessment that cannot be settled by the expert and the parties shall be submitted to the arbitral tribunal.
- 25.5. The time limit for delivering the award may be extended by the period of time required to carry out an investigative measure, in accordance with the provisions of Article 29.2.

## **26. PROCEDURAL ORDERS**

The arbitral tribunal or its presiding arbitrator, if authorised to do so by the other arbitrators, may issue orders to settle any procedural matter. Such orders are not subject to any form of recourse.

## **27. CLOSE OF PROCEEDINGS**

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

## AWARD

### 28. FORM AND CONTENT OF AWARDS

- 28.1. The arbitral awards shall be rendered by a majority decision of the arbitrators constituting the arbitral tribunal. Failing a majority, the presiding arbitrator shall rule alone.
- 28.2. The award must be reasoned.
- 28.3. The draft award shall be sent to the Arbitration Committee, which shall make any useful comments. The Arbitration Committee shall particularly indicate the total amount of the arbitration fees and expenses of the arbitrators, and specify the amount of the advances paid by each of the parties.
- 28.4. The award, dated and signed by the arbitrators or, as the case may be, referring to an arbitrator's refusal to sign, shall be sent to the Arbitration Committee, in hard copy, with one original for each of the parties, plus an additional original which shall be retained in the CMAP's archives.
- 28.5. However, the arbitral award may be delivered in electronic format, unless one of the parties objects thereto.
- 28.6. Where it deems it appropriate, the arbitral tribunal may render several awards.
- 28.7. Parties that reach a settlement agreement during the arbitral proceedings may ask the arbitral tribunal, which may or may not agree, to record the agreement in a consent award.

### 29. TIME LIMITS

- 29.1. 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 of the date the case was referred to the arbitral tribunal by the Secretariat, in accordance with Article 22 of these Rules.
- 29.2. This time limit may be extended by agreement of the parties, notified by the arbitral tribunal to the Arbitration Committee. It may also be extended by the Arbitration Committee, on its own motion, or at the request of an arbitrator, the arbitral tribunal, or any party.

### 30. RECOURSE AGAINST THE AWARD

- 30.1. The award may not be appealed. The parties may depart from that rule, provided the law of the seat of the arbitration allows them to do so.
- 30.2. The award may be subject to an action for setting it aside. In international arbitrations, the parties may waive their right to pursue the setting aside of the award, by special and express agreement, provided the law of the seat of the arbitration allows them to do so.



### **31. COMMUNICATION OF AWARDS TO PARTIES**

- 31.1. After full payment of the final arbitration fees and expenses, the Secretariat shall notify the parties, or their representatives, of the award by registered mail with return receipt, unless it is delivered in electronic form, in which case it shall be transmitted by email or by sending a link for downloading.
- 31.2. Certified copies may subsequently be issued by the Secretariat, but only to the parties or their successors.
- 31.3. The award shall be confidential. However, it may be made public with the written agreement of the parties to the proceedings, and according to the arrangements determined by them.

### **32. CORRECTION, OMISSION TO RULE AND INTERPRETATION**

- 32.1. The arbitral tribunal may, at the request of a party, correct any material error that may affect the award.
- 32.2. If any party so requests, the arbitral tribunal may interpret the award or supplement it, if it has omitted to rule on a claim referred to it.
- 32.3. Application to correct a material error or an omission to rule or to interpret shall be sent by email or regular mail, or by any other means, to the Secretariat which shall refer them to the arbitral tribunal. However, such application shall only be admissible if it is submitted within three months of the notification of the award.
- 32.4. If the arbitral tribunal cannot be reunited and if the parties do not agree to constitute it again, the pre-established arbitral tribunal, as set forth in Article 34, shall have jurisdiction.
- 32.5. The parties shall have the opportunity to be heard with respect to all of these applications.
- 32.6. The arbitral tribunal shall issue a reasoned decision as soon as possible and no later than two months after the application was made.

### **33. COMPLIANCE WITH THE AWARD**

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

### **34. PRE-ESTABLISHED ARBITRAL TRIBUNAL**

- 34.1. CMAP provides for a pre-established arbitral tribunal, which is available to parties who wish, by mutual agreement, to resort to it.
- 34.2. The pre-established arbitral tribunal is composed of three permanent arbitrators and three substitute arbitrators. They are appointed by the Arbitration Committee for a two-year term, which may be renewed.

- 34.3. The pre-established arbitral tribunal sits as a panel, composed of three permanent arbitrators. If one or more of the permanent arbitrators is unable to act or is disqualified, the Arbitration Committee shall designate one or more substitutes, who will sit in the stead of the permanent arbitrator or arbitrators.
- 34.4. The arbitrators of the pre-established arbitral tribunal shall designate one of their members to act as presiding arbitrator for each of their proceedings.
- 34.5. With the agreement of the parties, the pre-established arbitral tribunal may be composed of a sole arbitrator selected by the Arbitration Committee from among the permanent and substitute arbitrators.
- 34.6. Unless the arbitral tribunal grants an exception, the proceedings before the pre-established arbitral tribunal shall give rise to a single exchange of submissions and exhibits. The presiding arbitrator of the pre-established arbitral tribunal shall sign all procedural orders alone, after obtaining the agreement of his or her co-arbitrators as to the content thereof. He or she may order the parties to communicate their submissions and produce exhibits within a specified time limit.
- 34.7. Subject to the provisions of this article, all the other provisions of the arbitration rules shall apply.

## **AMICABLE DISPUTE RESOLUTION**

### **35. MEDIATION**

- 35.1. A mediation may be proposed to the parties by the Arbitration Committee before the constitution of the arbitral tribunal or by the tribunal itself after its constitution.
- 35.2. If the parties accept mediation, it shall be organised immediately based on the conditions set forth in the CMAP Mediation Rules. If the arbitral tribunal is not yet constituted, the Arbitration Committee shall determine whether its constitution should be suspended pending the mediation. If the arbitral tribunal is already constituted, it shall determine whether the arbitral proceedings should be suspended pending the mediation.
- 35.3. No member of the arbitral tribunal may be appointed as a mediator.
- 35.4. If this mediation does not result in an agreement which settles the dispute, the arbitral proceedings shall continue or be resumed. The Arbitration Committee shall so inform the parties, reminding them of the principle of confidentiality set forth in Article 7.5 of the CMAP Mediation Rules.

## **FAST-TRACK ARBITRATION**

### **36. IMPLEMENTATION OF THE FAST-TRACK ARBITRATION PROCEDURE**

- 36.1. Fast-track arbitration may be implemented at the request of the parties.
- 36.2. The arbitral tribunal shall organise the fast-track arbitration and, in particular, shall prescribe the time limits so as to allow an award to be delivered within three months of the referral of the case to the arbitral tribunal by the Secretariat. If the parties so request, the tribunal may decide the case solely on the basis of the exhibits submitted.
- 36.3. Unless the arbitral tribunal grants an exception, the fast-track arbitration procedure shall give rise to a single exchange of submissions and exhibits. The presiding arbitrator of the arbitral tribunal shall sign all procedural orders alone, after obtaining the agreement of his or her co-arbitrators as to the content thereof. He or she may order the parties to communicate their submissions and produce exhibits within a specified time limit.
- 36.4. Under exceptional circumstances, the reduced time limit for delivering the award may be extended by the Arbitration Committee.

## **APPLICATION OF THE RULES**

### **37. INTERPRETATION AND RULES IN FORCE**

- 37.1. CMAP and the arbitral tribunals constituted under its auspices shall have jurisdiction to interpret these rules.
- 37.2. These CMAP Arbitration Rules shall enter into force on 1 January 2022.
- 37.3. The arbitration shall be subject to the rules and schedule of fees in force on the date the request for arbitration is submitted, without prejudice to the provision set forth in Article 1.5.
- 37.4. Unless otherwise expressly specified, by adopting these arbitration rules or the CMAP Adjudication Rules, the parties shall be deemed to have agreed to the application of the version of said rules in force when the request for arbitration or the application for an emergency decision is submitted.
- 37.5. In case of a discrepancy between the French and English versions of these arbitration rules, the French version shall prevail.

### **38. GOVERNING LAW AND DISPUTES RESOLUTION**

- 38.1. These rules and any agreements made between the Centre, the parties and the arbitrators for the purpose of organising arbitral proceedings shall be governed by French law.
- 38.2. Any dispute arising out of or in connection with these rules or any agreement made between the Centre, the parties and the arbitrators for the purpose of organising arbitral proceedings and any dispute arising in connection with said rules and

agreements shall be heard by the Judicial Court (*Tribunal judiciaire*) in Paris having jurisdiction, subject to any mandatory legal or regulatory provision conferring jurisdiction to another State court. However, the Centre, the parties and the arbitrators may enter into an arbitration agreement for the resolution of such disputes.

### **39. LIABILITY OF CMAP AND ARBITRATORS**

CMAP and the arbitrators it appoints shall not incur any liability in connection with the implementation of these Rules and any agreements made between the Centre, the parties and the arbitrators for the purpose of organising arbitral proceedings, except to the extent that such a limitation of liability is prohibited under French law.

