

# ARBITAC ARBITRATION RULES

(INCLUDING CHAPTERS OF EXPEDITED PROCEDURE RULES  
AND EMERGENCY ARBITRATION PROCEDURE)

EFFECTIVE AS OF MARCH 31, 2021



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# ARBITRARION RULES

### SCOPE OF APPLICATION

**Art. 1.** The parties that submit the resolution of their disputes, as a result of an arbitration agreement, to the CHAMBER OF MEDIATION AND ARBITRATION OF THE COMMERCIAL ASSOCIATION OF PARANÁ, hereinafter referred to as ARBITAC, or any other nomenclature that identifies this institution, agree and are bound by the present Arbitration Rules, as well as the respective Table of Costs and Fees, in addition to the Resolutions issued by the Administrative Board of ARBITAC.

**§1** ARBITAC has original and exclusive competence to administer disputes bound by arbitration agreements that mention this institution and/or its Arbitration Rules.

**§2** The applicable Table of Costs and Fees is the one in force on the date of the filing of the Request for Arbitration before ARBITAC.

**§3** If, before the constitution of the Arbitral Tribunal, any of the parties needs an urgent relief, the party may request it before ARBITAC, pursuant to Chapter X.

**§4** The Arbitration Rules contain general rules applicable to arbitrations administered by ARBITAC and includes special rules, provided for in Chapter IX, applicable exclusively to the conduction of expedite procedures.

**Art. 2.** In order to regulate the resolution of their conflicts, the parties may amend these Rules of Arbitration, provided that the obligations and rights of ARBITAC are maintained.

**Art. 3.** ARBITAC is responsible for the managing the arbitration procedure, appointing arbitrator(s) – where not expressly provided for by the parties –, as well as deciding on emerging matters pursuant to these Arbitration Rules and the respective Table of Costs and Fees.

**Sole paragraph.** ARBITAC does not decide on the merits of the disputes submitted to it.

## CHAPTER II

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### PRELIMINARY PROVISIONS

**Art. 4.** Anyone who wishes to initiate arbitration must notify ARBITAC in writing, by means of a Request for Arbitration containing:

- a)** name, full personal identification, and parties' physical and electronic addresses;
- b)** summary of the dispute and claims that will be the scope of the arbitration;
- c)** the actual or estimated amount under dispute;
- d)** the applicable law, the seat and the language of the arbitration;
- e)** copy of the document containing the applicable arbitration agreement;
- f)** power of attorney, if the party is represented by a lawyer attorney or a third party;
- g)** statement of interest in prior mediation, whereas silence in this regard shall be interpreted as a lack of interest therein;
- h)** statement of interest in the application of the expedited procedures' rules.

**Sole paragraph.** If the requirements indicated above are not met, ARBITAC will grant 5 (five) days for complementation. Failure to comply with the requirements within the additional period of time may result in the dismissal of the Request for Arbitration, without prejudice of a new filing of the same request.

**Art. 5.** ARBITAC will send Respondent a copy of the Request for Arbitration, accompanied by its annexes and a copy of these Arbitration Rules, granting 10 (ten) days for the filing of the Answer to the Request for Arbitration.

**Art. 6.** Respondent, within the deadline provided for in Article 5, may communicate its intention to include a third party in the procedure, submit counterclaims and/or request the consolidation of the arbitration with another procedure in progress before ARBITAC, subject to the requirements provided in Article 4, where applicable.

**§1** In the event of any of the cases provided for in the caput of this Article 6, Claimant may, within 10 (ten) days, submit its objection.

**§2** Once the inclusion of a third party is requested, ARBITAC will notify such party to, within 10 (ten) days, present its statement on the claims already filed and the documents included in the case files.

**Art. 7.** Once the answer(s) provided for in Arts. 5 and 6, or after such deadline(s) have expired, ARBITAC will notify the parties so that they proceed with the appointment of the arbitrator(s) within a period of 10 (ten) days, pursuant to Chapter IV.

**Sole paragraph.** If the Arbitral Tribunal is already constituted, the inclusion of a third party will depend on its agreement regarding the appointed arbitrators and the Terms of Reference, where applicable.

**Art. 8.** The preliminary stage for the institution of the arbitration comprises the filings provided for in Arts. 4, 5, 6 and 7 of the present Arbitration Rules, the definition of the number of arbitrators and the composition of the Arbitral Tribunal.

**Sole paragraph.** Questions raised in the preliminary stage as to the competence of ARBITAC to administer the procedure, or as to the existence, validity or scope of the arbitration agreement, or as to the appropriateness of the inclusion of a new party, any counterclaims and consolidation of procedures, will be decided *prima facie* by ARBITAC and, further on, if applicable, by the Arbitral Tribunal.

## **CHAPTER III**

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### **COMMUNICATIONS, PROCEDURAL TERMS AND SUBMISSION OF DOCUMENTS**

**Art. 9.** Unless otherwise established by the parties, all notices, statements and written communications will be transmitted, by ARBITAC by any means of communication that provides or allows for confirmation of sending and receipt, addressed to the parties or their constituted attorneys.

**§1** The electronic and/or physical addresses provided for in the power of attorney, in the Terms of Reference or in any other attached documents delivered to the ARBITAC's Secretariat will be deemed valid as the parties' addresses.

**§2** The parties shall communicate in advance to ARBITAC any changes to their electronic or physical addresses for the purpose of receiving future communications, under penalty of having the communications delivered to the previously registered electronic or physical addresses deemed received.

**§3** Notices may also be sent via:

**a)** Personal delivery, upon return receipt or certificate issued by ARBITAC's Secretariat;

**b)** notary public, upon request by the party and payment of the relevant costs;

**c)** Public Notice, upon request by the party and authorization by the Chairman of ARBITAC's Administrative Board or by the Arbitral Tribunal, if already constituted.

**Art. 10.** Communications by ARBITAC's Secretariat will mention the deadlines for compliance with the requested measures, which shall be counted in calendar days and shall not be interrupted or suspended by any national, state or municipal holidays, nor any non-business days in the seat of arbitration or in ARBITAC.

**§1** This provision does not apply in relation to the Christmas recess in ARBITAC, period over which all deadlines shall be suspended, upon written communication to the parties and the Arbitral Tribunal;

**§2** In the absence of a specific deadline for compliance with any requested measure, the deadline thereof shall be of 5 (five) days;

**§3** The deadlines established in these Arbitration Rules may be extended or amended by joint request by the parties and/or a decision by the Arbitral Tribunal;



**§4** Deadlines established in these Arbitration Rules shall start on the first business day following the date of receipt of the notification by the recipient and shall include the day on which the deadline ends.

**§5** If the deadline expires on a holiday or in a non-business day in the seat of arbitration or in ARBITAC, the deadline shall be extended to the next business day.

**§6** All documents shall be submitted to ARBITAC physically during its open hours, or by e-mail if submitted to ARBITAC up to 23:59:59” of the final deadline date;

**§7** For documents delivered by mail, the date of submission shall be deemed the postage date. In this case, the parties are required to submit a copy of the postage receipt to the e-mail “arbitac@acp.org.br”, by the end of the business day following the postage date;

**Art. 11.** During the preliminary phase of the arbitration, any and all documents addressed to the Secretariat and/or to the opposing party shall be preferably sent to the e-mail “arbitac@acp.org.br” in both Word and PDF formats.

## **CHAPTER IV**

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### **ARBITRATORS**

**Art. 12.** The parties shall agree upon the number of arbitrators and the procedure for the constitution of the Arbitral Tribunal.

**Sole paragraph.** The appointments shall be, preferably, chosen from the ARBITAC’s Arbitrators List.

**Art. 13.** In the absence of agreement by the parties, the Arbitral Tribunal shall be composed as follows:

**a)** In arbitrations in which the amount in dispute does not exceed R\$ 2,000,000.00 (two million BRL) at the time of the Answer to the Request for Arbitration (added to the amounts attributed to the main claim the ones attributed to the counterclaims), the Arbitral Tribunal shall be composed of a Sole Arbitrator, to be appointed by agreement between the parties within the deadline established in Article 7.

**b)** In arbitrations in which the amount in dispute exceeds R\$ 2,000,000.00 (two million BRL) at the time of the Answer to the Request for Arbitration (added to the amounts attributed to the main claim the ones attributed to the counterclaims), the Arbitral Tribunal shall be composed by 3 (three) arbitrators, of which each party shall appoint one co-arbitrator within the deadline provided for in Article 7, and the third arbitrator, who shall act as the Chairman of Arbitral Tribunal, shall be appointed by agreement between the co-arbitrators, pursuant to Article 15 of this Arbitration Rules.

**Art. 14.** If any party fails to appoint an arbitrator within the deadline established in Article 7, the Chairman of ARBITAC's Administrative Board shall make such appointment, taking into account the complexity of the dispute, the issues at hand, the arbitrator's availability, the nationality of the arbitrator and of the parties, and other relevant circumstances.

**§1** In the absence of express agreement by the parties as to the appointment of the sole arbitrator, where applicable, the appointment shall be made by the Chairman of ARBITAC's Administrative Board.

**§2** In the absence of appointment of the Chairman Arbitrator by the co-arbitrators, such appointment shall be made by the Chairman of ARBITAC's Administrative Board.

**Art. 15.** Where there are more than two parties in the arbitration and the parties do not arrive at an agreement on the procedure for the constitution of the Arbitral Tribunal or for the appointment of the arbitrators, all the arbitrators shall be appointed by ARBITAC.

**Sole paragraph.** If all parties have agreed upon a procedure for the constitution of the Arbitral Tribunal, but not all appointments were made within the applicable deadlines, ARBITAC shall act supplementarily in order to ensure the constitution of the Arbitral Tribunal.

**Art. 16.** Those who accept to act as arbitrators in arbitration procedures administered by ARBITAC shall be bound to the present Arbitration Rules and the ARBITAC's Code of Ethics of Arbitrators and Mediators.

**Art. 17.** The persons appointed as arbitrators shall be and remain impartial and independent throughout the arbitration.

**§1** Before accepting the appointment, the appointed persons shall disclose any circumstances which might be of such a nature as to raise justifiable doubts regarding the arbitrator's impartiality and independence, as well as sign the Statement of Acceptance, Availability, Impartiality and Independence before ARBITAC.

**§2** In order to allow the arbitrators to exercise their duty of disclosure, the parties shall identify third parties that might finance their costs and/or have a financial interest in the outcomes of the arbitration.

**§3** In case of lack of impartiality or independence, the arbitrator shall refuse the appointment or resign whenever the knowledge of any impediment.

**Art. 18.** Once the Statement of Acceptance, Availability, Impartiality, and Independence of the Sole Arbitrator or the last member of the Arbitral Tribunal is signed, the arbitration is considered to be instituted.

**Sole paragraph.** ARBITAC shall communicate the parties about each appointment and the corresponding acceptance, attaching the related documents.

**Art. 19.** If a party wishes to challenge the appointment of an arbitrator, it must submit to ARBITAC a written statement specifying the reasons, within 5 (five) days, as from the acknowledgment of acceptance or the date on which it became aware of the circumstances on which the challenge is based.

**§1** Upon receipt of the challenge, ARBITAC will inform the other party and the respective arbitrator.

**a)** If the arbitrator is challenged by one party, the other may accept the challenge, and, in this case, the arbitrator must resign.

**b)** If the other party, also within 5 (five) days, objects to the challenge or if the challenged arbitrator does not voluntarily resign, ARBITAC'S Administrative Board shall definitely decide on the issue, without the need for any justification.

**§2** The resignation or removal of the arbitrator does not imply acceptance of the reasons of the challenge.

**§3** Where a new appointment is needed, it shall be made pursuant to Article 7.

**Art. 20.** Wherever, during the arbitration, a reason for impediment or preclusion arises, in the event of resignation, death or incapacity of any arbitrator, the same shall be replaced by an arbitrator to be appointed in accordance with the terms of the original appointment, within 10 (ten) days.

**Sole paragraph.** In the absence of appointment, the Chairman of ARBITAC's Administrative Board shall make the appointment.

## **CHAPTER V**

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### **SEAT OF ARBITRATION, LANGUAGE AND APPLICABLE LAW**

**Art. 21.** The parties will choose by mutual agreement the seat of the arbitration, and, in the absence of agreement, the seat will be defined by the Arbitral Tribunal.

**§1** Regardless of the seat, the acts of the arbitration may be carried out electronically.

**§2** Where convenient for the regular processing of the arbitration, the Arbitral Tribunal may, unless otherwise agreed by the parties, meet online or in any place it deems appropriate for deliberations and consultations between its members, for the hearing of witnesses, of experts or of the parties, as well as for the examination of any assets or documents.

**Art. 22.** The parties are free to choose the language of the arbitration.

**Sole paragraph.** In the absence of agreement, the language of the arbitration shall be determined by the Arbitral Tribunal.

**Art. 23.** The parties are free to choose the rules of law applicable to the merits of the dispute.

**Sole paragraph.** In the absence of choice or agreement, the Arbitral Tribunal shall apply the rules of law it deems appropriate.

## CHAPTER VI

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### TERMS OF REFERENCE

**Art. 24.** If the deadline established in Art. 19 has expired without any challenge to the arbitrator(s), or after the resolution of any challenge, the Arbitral Tribunal shall, within 5 (five) days, set the date of the preliminary hearing for signing the Terms of Reference of the arbitration, in accordance with the present Chapter.

**Sole paragraph.** The deadline may be extended for an equal period by the Chairman of ARBITAC'S Administrative Board.

**Art. 25.** The parties and the Arbitral Tribunal shall draw up the Terms of Reference, and they may have the assistance of ARBITAC.

**Sole paragraph.** The Terms of Reference must contain:

- a)** name, details and addresses of the parties, as well as of their attorneys, if applicable;
- b)** name, details and addresses of the arbitrators, as well as the indication of the arbitrator who will act as Chairman of the Arbitral Tribunal;
- c)** name, details and addresses of the secretary appointed by the Arbitral Tribunal, if applicable;
- d)** the subject matter of the arbitration and the summary of the parties' claims, including any questions regarding the competence of ARBITAC, the jurisdiction of the Arbitral Tribunal, the arbitrability of the dispute, the validity of the arbitration agreement, the counterclaims and the inclusion of third party(ies);
- e)** the actual or estimated dispute amounts, including the amounts related to the counterclaim;
- f)** the liability for the costs and expenses of the arbitration and the consequences of the lack of payment;
- g)** authorization for the Arbitral Tribunal to judge on equity, if the parties so agree;
- h)** the language of the arbitration;

- i) the indication of the applicable law;
- j) the place where the arbitration award shall be rendered, the seat of the arbitration and the possibility of carrying out arbitration acts in other locations.

**Art. 26.** The Terms of Reference shall be signed by the parties, arbitrator(s) and two witnesses. The lack of signature by either party shall not prevent the regular processing of the arbitration and the rendering of the arbitration award.

**§1** The parties must personally attend or be represented by a person with specific powers of attorney for the signature of the Terms of Reference.

**§2** The Arbitral Tribunal shall establish the form of signature of the Terms of Reference.

**§3** In the event of non-attendance or silence, ARBITAC shall inform the parties of all acts of the arbitration.

**Art. 27.** Upon signing the Terms of Reference:

**a)** The Arbitral Tribunal shall attempt to promote the amicable resolution of the parties' conflicts.

**b)** The parties and the Arbitral Tribunal shall establish the provisional schedule for the arbitration. In the event of disagreement by the parties or silence, the provisional schedule shall be drawn up by the arbitrator(s).

## **CHAPTER VII**

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### **ARBITRATION PROCEDURE**

**Art. 28.** The deadlines for the parties' submissions and acts of the arbitration shall be established in the provisional schedule, or during the course of the arbitration by the Arbitral Tribunal.

**Art. 29.** The Arbitral Tribunal may judge preliminary issues and determine the production of evidence.

**Art. 30.** The parties may request the production of evidence they consider useful, necessary, and relevant for the analysis of the Arbitral Tribunal, which shall grant such production of evidence or not.

**Art. 31.** The Arbitral Tribunal shall schedule, if necessary, a hearing, to take place in person or online:

**§1** If the Arbitral Tribunal decides to schedule a hearing, the parties shall be summoned, at least 10 (ten) days in advance, and informed of the date, the place or access link, and the time the hearing will take place.

**§2** The hearing shall take place even if one of the parties, duly summoned, does not show up or fails to attend. The absence of any such party shall not entail the annulment of the arbitration award. The decision in the arbitral award, however, shall not be based, exclusively, on the absence of the party.

**§3** ARBITAC shall provide, at the request of the Arbitral Tribunal and upon payment of the related costs by the party(ies), recording audio services, translators or interpreters, as well as resources for videoconference to enable remote hearing of the parties or the witnesses.

**§4** The Arbitral Tribunal, when justifiable, may order the suspension or the postponement of the hearing.

**Art. 32.** The Arbitral Tribunal, at the parties' request or ex officio, may order the production of expert evidence and the procedure for its production.

**Sole paragraph.** The expert evidence shall be dismissed if payment of the corresponding costs is not made within the deadline provided by the Arbitral Tribunal.

**Art. 33.** The Arbitral Tribunal may order urgent, coercive or injunctive measures and, if necessary, may require, by arbitral letter, assistance from the competent judicial authority to ensure enforcement of any such measure.

**§1** The interested party shall take the necessary steps for the enforcement of the arbitral letter before the judicial authority or any other institution or agency.

**§2** Urgent measures may be requested to the Arbitral Tribunal as from its constitution, until the issue of the final arbitration award.

**Art. 34.** Once the discovery phase is concluded, the Arbitral Tribunal shall grant the parties a deadline for the submission of their closing arguments.

## **CHAPTER VIII**

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### **THE ARBITRAL AWARD**

**Art. 35.** The Arbitral Tribunal may render interim and final Arbitral Awards.

**Art. 36.** The arbitral award rendered by the Arbitral Tribunal shall be by majority of votes, each arbitrator being entitled to, including the Chairman, a single vote. If there is no majority agreement, the vote of the President of the Arbitral Tribunal shall prevail.

**Art. 37.** Unless otherwise agreed by the parties, the Arbitral Tribunal shall render the final award within 30 (thirty) days, as from the end of the deadline provided for the submission of the closing arguments by the parties, and may be extended for an equal period upon communication to ARBITAC's Secretariat.

**Art. 38.** The Arbitral Award shall contain:

- a)** a report, with the names of the parties and a summary of the dispute;
- b)** the reasons for the decision, with analysis of the matters of fact and law, expressly stating if the judgement was on equity;
- c)** the operative part, in which the arbitrators decide the disputes submitted to them and establish the deadline for enforcement, if applicable;
- d)** the date and place it was rendered;
- e)** other applicable legal requirements.

**Sole paragraph.** The Arbitral Award shall also establish the procedural costs and expenses, as well as the respective apportionment, observing what was agreed by the parties.

**Art. 39.** ARBITAC, as soon as it receives the Arbitral Award and provided there are no outstanding amounts regarding the costs of arbitration, will deliver the document to the parties or their duly constituted attorneys, personally, by mail or by other means of communication, upon return receipt, subject to the provisions of the Terms of Reference.



**Art. 40.** Once the Arbitral Award is rendered, the arbitration is deemed concluded.

**Art. 41.** A Request for Clarifications, in case of omission, contradiction, obscurity or material error in the award, may be submitted by any of the parties within 10 (ten) days as from the receipt of the award, and shall be decided by the Arbitral Tribunal within an equivalent period, which may be extended only once.

**Sole paragraph.** If the Arbitral Tribunal deems necessary to grant the other party the opportunity to analyze and comment on the Request for Clarification, the deadline for the decision referred to in the caput will be suspended until such statement is received by the last member of the Arbitral Tribunal, or the expiration of the deadline granted therefor.

## **IX CHAPTER**

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### **EXPEDITED PROCEDURE RULES**

**Art. 42.** This chapter establishes specific rules concerning the conduction of the Expedited Procedure, aiming to simplify the standard procedure, in order to ensure efficiency to the arbitration.

**§1** Regardless of the amount in dispute, this Chapter shall apply when the parties expressly consent to its application in the arbitration agreement, provided that it was signed after the date of the entry into force of these Arbitration Rules, or at any time prior to the constitution of the Arbitral Tribunal.

**§2** For the application of §1, any mention of expedited arbitration rules, expedited rules, or ARBITAC's Expedited Procedure, shall be considered as express consent.

**§3** If the Arbitral Tribunal, at the request of any of the parties, at any time, understands that the application of this Chapter is not appropriate to the dispute, it may rule out its application.

**§4** Where applicable, this Chapter shall prevail over the other provisions of these Arbitration Rules, in case of any conflicts between them.

**Art. 43.** The Chapter VI of these Arbitration Rules does not apply to the Expedited Procedure. In order to organize the procedure, an initial virtual hearing shall be scheduled within five (5) days as from the constitution of the Arbitral Tribunal.

**Sole paragraph.** At the first hearing, the Arbitral Tribunal shall attempt to promote the amicable resolution of the parties' disputes and define the schedule for the parties to present their submissions and all other procedural acts.

**Art. 44.** During the arbitration, the Arbitral Tribunal may:

**a)** limit the number of statements and the extend the schedule of the parties' submissions, as well as dismiss the presentation of closing arguments;

**b)** limit or dismiss the production of oral evidence, without prejudice to the presentation of written testimonies by the parties during the pleading stage. If necessary, the discovery hearing shall be conducted exclusively by virtual means.

**§1** No expert evidence shall be produced by the parties, without prejudice to the submission by the parties of technical reports during the pleading stage and/or testimony of the parties' expert witnesses at hearings.

**§2** If the Arbitral Tribunal deems necessary to produce expert evidence, this Chapter shall no longer apply. However, the validity of all procedural acts already carried out so far shall be maintained.

**Art. 45.** The arbitral award shall be rendered within a non-extendable period of 30 (thirty) days and any requests for clarifications may be presented within 5 (five) days, with the application of the remaining provisions of Chapter VIII.

## **CHAPTER X**

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### **EMERGENCY ARBITRATION PROCEDURE**

**Art. 46.** If, before the constitution of the Arbitral Tribunal, any of the parties requests emergency measures, it may resort to the competent judicial authority or request it to ARBITAC, in writing, by means of a Request for Emergency Arbitration, asking for the provisional appointment of an emergency arbitrator to provisionally decide on the preliminary injunction or urgent protection.

**Art. 47.** The appointment of the emergency arbitrator shall be made by the Chairman of ARBITAC's Administrative Board, considering the matter in dispute and the availability of the arbitrator, given the urgent nature of the measure.

**Art. 48.** The nature, assumptions, conditions and extent, as well as the effects and duration of the emergency relief granted – including as to the admission of an *inaudita altera pars* decision – shall be established by the appointed arbitrator.

**Art. 49.** The arbitrator may require the party requesting the emergency measure to provide a security deposit.

**Art. 50.** The decisions rendered by the emergency arbitrator may be reviewed by the Arbitral Tribunal, once it is constituted.

**Art. 51.** The party that requests the commencement of an emergency procedure and has any such request granted, shall, within a maximum period of 30 (thirty) days, file a Request for Arbitration with ARBITAC's Secretariat, under penalty of revocation or cessation of effectiveness of the emergency measure granted.

**Art. 52.** The arbitrator shall be responsible for interpreting and applying the present Arbitration Rules to specific cases, including by amending its rules where they are incompatible and filling existing gaps in view of the specificity of the emergency procedure.

## CHAPTER XI

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### ARBITRATION COSTS

**Art. 53.** The costs, expenses and fees of the arbitration are regulated and shall follow the provisions of ARBITAC's Table of Arbitration Costs and Fees.

## CHAPTER XII

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### FINAL PROVISIONS

**Art. 54.** For the purposes of these Arbitration Rules, the expression "Arbitral Tribunal" refers both to a sole arbitrator or to an Arbitral Tribunal composed by three or more arbitrators.

**Art. 55.** The party who wishes to raise objections must do so at the first opportunity, under penalty of preclusion.

**Sole paragraph.** The party which proceeds with the arbitration without objecting to the non-compliance of the provisions contained in these Arbitration Rules, the applicable law, the orders of the Arbitral Tribunal or any provision contained in the arbitration agreement regarding the constitution of the Arbitral Tribunal, or the conduct of the proceeding shall be deemed to have waived any such objections.

**Art. 56.** The arbitral proceeding shall be confidential, and the parties, the arbitrator(s), the members of ARBITAC and persons who have participated in such proceedings shall not disclose any information related thereto.

**§1** When authorized by the parties, by proven express communication or in case the Government is a party, ARBITAC may disclose the procedure in its entirety.

**§2** Provided that the identity of the parties is preserved, ARBITAC is hereby authorized to disclose excerpts of the arbitral awards, unless any of the parties or member of the Arbitral Tribunal objects to it until the signature of the Terms of Reference.

**Art. 57.** Upon written request from any of the parties and payment of the respective costs, ARBITAC can provide any of parties with simple or certified copies of documents related to the arbitral proceeding, observing the paragraphs below.

**§1** Hard copies of the case files shall not be taken from ARBITAC Secretariat's office.

**§2** ARBITAC shall keep in its archives a copy of the full content of the arbitral proceeding for up to 6 (six) months after all parties are aware of the final award or decision on the request for clarifications.

**Art. 58.** The Arbitral Tribunal shall interpret and apply the present Arbitration Rules to specific cases, including filling any gaps in all matters concerning its authority and duties.

**Sole paragraph.** If the Arbitral Tribunal is not constituted, the Chairman of ARBITAC's Administrative Board shall interpret and apply the present Rules.

**Art. 59.** By adopting the present Arbitration Rules, the parties represent and acknowledge that ARBITAC is not responsible for the performance of the arbitrator(s), nor is it liable for the procedural orders and arbitral awards.

**Art. 60.** These Rules shall enter into force 30 days after approval by ARBITAC's Administrative Board and shall apply to all requests for arbitration filed as of this date, replacing ARBITAC's Ordinary Arbitration Rules and ARBITAC's Expedited Arbitration Rules, unless otherwise expressly agreed by the parties.

Approved on 03/01/2021 by ARBITAC's Administrative Board.

