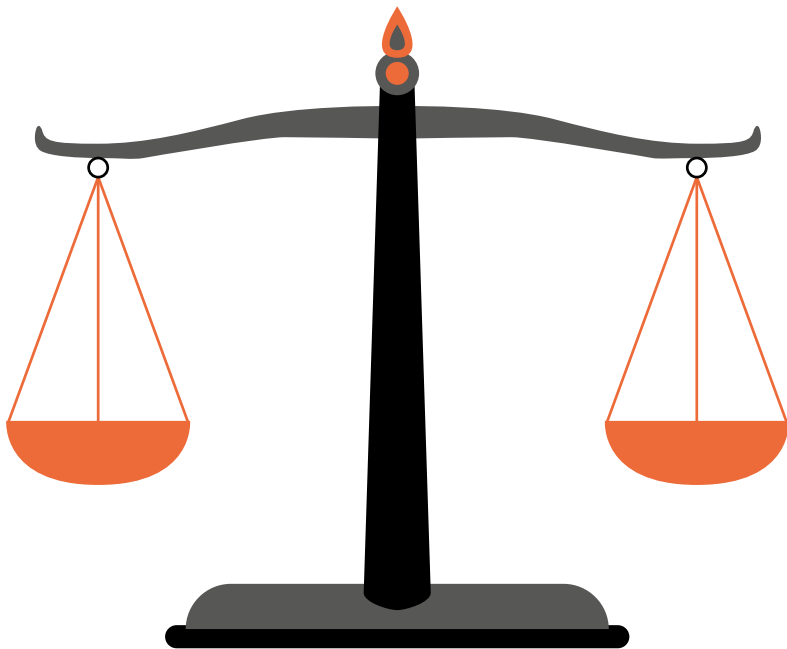


Rules of Arbitration

of the Luxembourg
Chamber of Commerce

In force as from
1st January 2020



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ARTICLE 1 ARBITRATION CENTER AND ARBITRATION COUNCIL

1. An Arbitration Center (hereafter referred to as the Center) is hereby established within the framework of the Luxembourg Chamber of Commerce. Its function shall be to provide for the settlement by arbitration of disputes in accordance with these Rules of Arbitration. The Center does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with these Rules of Arbitration (hereafter referred to as the Rules). The Center is the only body authorized to administer arbitrations under the Rules.

2. The Center shall be managed by a Council of Arbitration (hereafter referred to as the Council) consisting of at least five members who shall be appointed by the General Assembly of the Chamber of Commerce.

The Council shall be composed of : the President of the Luxembourg National Committee of the International Chamber of Commerce (ICC) who shall act as President, the Luxembourg member of the International Court of Arbitration of the ICC, the "*Bâtonnier de l'Ordre des avocats*" of Luxembourg, the President of the "*Conseil de l'Institut des Réviseurs d'Entreprises*", the General Director of the Luxembourg Chamber of Commerce, and any other person appointed by the General Assembly of the Luxembourg Chamber of Commerce.

3. The Council shall meet upon invitation of the secretariat of the Center (hereafter referred to as the Secretariat) when necessary. The deliberations of the Council shall be valid when at least more than half of its members are present. The decisions of the Council are taken by a majority vote, the President having a casting vote in the event of a tie. The President or his deputy shall have power to take urgent decisions, provided that any such decision shall be reported to the Council at its next session. The decisions of the Council taken in accordance with the Rules are final, the reasons for such decisions being entirely left to its sole discretion and shall not be communicated.

4. The secretariat of the Center, including its financial management, shall be carried out by the Secretariat. The direction of the Secretariat is carried out by the Secretary general.

5. The Center may, within the limits of the financial resources at its disposal, initiate all activities relating to the promotion of arbitration, in particular by the establishment of a collection of relevant documentary material and by the organization of training courses.

ARTICLE 2 PLEADINGS AND WRITTEN STATEMENTS, NOTIFICATIONS OR COMMUNICATIONS

1. All pleadings and written statements submitted by the parties, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the Secretariat. A copy of any notification or communication from the arbitrator to the parties shall be sent to the Secretariat.
2. All notifications or communications from the Secretariat and the arbitrator are validly made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by the other party. Such notification or communication may be made by delivery against receipt, registered post, courier, email, or any other means of telecommunication that provides a record of the sending thereof.
3. A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative or would have been received if made in accordance with the provisions of article 2 paragraph 2 of the Rules. Periods of time specified in or fixed under the Rules and its appendixes shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with the present paragraph. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

ARTICLE 3 REQUEST FOR ARBITRATION

1. A party wishing to have recourse to arbitration under the Rules shall submit its Request for arbitration to the Secretariat (hereafter referred to as the Request).

The Request shall *inter alia* contain the following information:

- a) names in full, description, address, telephone number, e-mail address of each of the parties and their representatives in the arbitration proceedings;
- b) a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made;
- c) a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- d) any agreement entered into between the parties, and in particular the arbitration agreement, and such documentation or information as will serve clearly to establish the circumstances of the case;
- e) all relevant particulars concerning the number of arbitrators and their choice in accordance with the provisions of article 10 of the Rules, and;
- f) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

The claimant may submit such other documents or information with the Request as it considers appropriate or as may contribute to the efficient resolution of the dispute.

2. The Request shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the Secretariat. The claimant shall make payment of the filing fee required by appendix I paragraph 8 of the Rules.

In the event that the claimant fails to comply with either of these requirements, the Secretariat may fix a time period within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant's right to submit the same claims at a later date in another Request.

3. The date when the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of commencement of the arbitral proceedings.
4. The Secretariat shall transmit a copy of the Request and the documents annexed thereto to the defendant for its answer to the Request once the provisions of article 3 paragraph 2, 1st indent of the Rules are fulfilled.

ARTICLE 4 ANSWER TO THE REQUEST - COUNTERCLAIMS

1. The defendant shall within 30 days from the receipt of the Request from the Secretariat, submit an answer which shall contain *inter alia* the following information:
 - a) names in full, description, address, telephone number, e-mail address of the defendant and its representative in the arbitration proceedings,
 - b) its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made,
 - c) its response to the relief sought;
 - d) its comments concerning the number of arbitrators and their choice in light of the claimant's proposals, and any nomination of an arbitrator required thereby; and
 - e) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

The defendant may submit such other documents or information with the answer as it considers appropriate or as may contribute to the efficient resolution of the dispute.

2. The Secretariat may grant the defendant an extension of the time for submitting the answer. The answer shall be submitted to the Secretariat in the number of copies specified by article 2 paragraph 1 of the Rules.
3. The Secretariat shall communicate the answer and the documents annexed thereto to the claimant.
4. Without prejudice of the provisions of article 15 paragraph 4 of the Rules, any counterclaims made by the defendant shall be submitted with the answer and shall provide:
 - a) a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;
 - b) a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;
 - c) any relevant agreements and, in particular, the arbitration agreement(s);
 - d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.

The respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.

5. The claimant shall submit a reply to any counterclaim within 30 days from the date of the communication of the counterclaim. Prior to the transmission of the file to the arbitrator, the Secretariat may grant the claimant an extension of time for submitting its reply.

ARTICLE 5 EFFECTS OF THE ARBITRATION AGREEMENT

1. Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted *ipso facto* to the Rules in effect on the date of commencement of the arbitration proceedings, including its appendixes, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.

Where the parties have agreed to submit to arbitration by the Center, they shall be deemed thereby to have submitted to the present Rules.

2. If a party against which a claim has been made does not submit an answer, raises one or more pleas concerning the existence, the validity, the scope of the arbitration agreement, or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, and should the Council be satisfied of the *prima facie* existence of such an agreement, the Council may, without prejudice to the admissibility or merits of the plea or pleas, decide that the arbitration shall proceed.

In such a case:

- a) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to article 6 of the Rules, with respect to which the Council is *prima facie* satisfied that an arbitration agreement under the Rules that binds them all may exist;
- b) where claims pursuant to article 8 of the Rules are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Council is *prima facie* satisfied (i) that the arbitration agreements under which those claims are made may be compatible, and (ii) that all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.

The Council's decision pursuant to article 5 paragraph 2 of the Rules is without prejudice to the admissibility or merits of any party's plea or pleas.

In all matters decided by the Council under article 5 paragraph 2 of the Rules, any decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the Council decides that the arbitration cannot proceed, shall then be taken by the arbitrator itself.

Where the parties are notified of the Council's decision pursuant to article 5 paragraph 2 of the Rules that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.

Where the Council has decided pursuant to article 5 paragraph 2 that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceeding.

3. If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure
4. Unless otherwise agreed, the arbitrator shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitrator upholds the validity of the arbitration agreement. The arbitrator shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

ARTICLE 6 JOINDER OF ADDITIONAL PARTIES

1. A third party may request to intervene in the arbitration proceedings and any party to the proceedings may seek to have a third party joined by submitting a Request for joinder to the Secretariat (hereafter referred to as the Request for joinder). Any such Request for joinder shall be subject to the provisions of articles 5 paragraphs 2 and 3 and article 8 of the Rules. No additional party may be joined after the confirmation or appointment of any arbitrator, unless all parties, including the additional party, otherwise agree. The date on which the Request for joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration by or against the additional party.
2. The Request for joinder shall contain the following information:
 - a) the case reference of the existing arbitration;
 - b) names in full, description, address and other contact details of each of the parties, and, if it is not the party requesting the intervention, of the additional party,
 - c) the other information required by article 3 paragraph 1 of the Rules.
3. The provisions of articles 3 paragraphs 2 and 4 of the Rules shall apply, *mutatis mutandis*, to the Request for joinder.
4. The additional party shall submit an answer to the Request for joinder in accordance, *mutatis mutandis*, with the provisions of article 4 of the Rules.
5. The additional party may make claims against any other party in accordance with the provisions of article 7 of the Rules.

ARTICLE 7 MULTIPLE PARTIES

1. An arbitration may take place between multiple parties when they have agreed to have recourse to arbitration under the Rules.
2. Each party may make a claim against any other party, in accordance to the provisions of article 3 of the Rules, subject to the limitation set out in article 15 paragraph 4 of the Rules that no party shall make new claims which fall outside the limits of the terms of reference unless it has been authorized to do so by the arbitrator.

ARTICLE 8 MULTIPLE CONTRACTS

1. Claims arising out of or in connection with more than one contract may be made in a single arbitration.

This is the case when the said claims are made pursuant to various arbitration agreements:

- a) if the parties have agreed to have recourse to arbitration under the Rules and;
 - b) if all the parties to the arbitration have agreed to have their claims decided within a single arbitration proceeding.
2. Differences concerning the applicable rules of law or the language of the proceedings do not give rise to any presumption as to the incompatibility of the arbitration agreements.
 3. Arbitration agreements concerning matters that are not related to one another give rise to a presumption that the parties have not agreed to have their claims decided within a single arbitration proceeding.
 4. Within a single arbitration proceeding each party may make a claim against any other party, subject to the limitations set out in article 15 paragraph 4 of the Rules.

ARTICLE 9 CONSOLIDATION OF ARBITRATION

- 1.** The Council may, at the request of a party, consolidate two or more arbitration proceedings pending under the Rules into a single arbitration proceeding:
 - a)** where the parties have agreed to the consolidation; or
 - b)** where all of the claims in the arbitration proceedings are made under the same arbitration agreement; or
 - c)** where the claims in the arbitration proceedings are made under more than one arbitration agreement, the arbitration proceedings are between the same parties, the disputes in the arbitration proceedings arise in connection with the same legal relationship and the Council finds the arbitration agreements to be compatible.
- 2.** In deciding whether to consolidate, the Council may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitration proceedings and, if so, whether the same or different persons have been confirmed or appointed.
- 3.** When arbitration proceedings are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by the parties.

ARTICLE 10 ARBITRATORS: CHOICE - GENERAL PROVISIONS

1. The Council shall appoint or confirm the nomination of the arbitrators in accordance with the following provisions.
2. The disputes may be settled by a sole arbitrator or by three arbitrators. In the Rules, the word «arbitrator» denotes indifferently a sole arbitrator or three arbitrators.
3. Where the parties have not agreed upon the number of arbitrators, the Council shall appoint a sole arbitrator, save where it appears to the Council that the dispute is such as to warrant the appointment of three arbitrators. In such case, the claimant shall nominate an arbitrator, for confirmation by the Council, within a period of 15 days from the receipt of the notification of the decision of the Council, and the defendant shall nominate, for confirmation by the Council, an arbitrator within a period of 15 days from the receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator within the allocated period of time, the appointment shall be made by the Council.
4. Where the parties have agreed that the disputes shall be settled by a sole arbitrator, they may, by agreement, nominate him for confirmation by the Council. If the parties fail to nominate a sole arbitrator within 30 days from the date when the Request for Arbitration has been communicated to the other party, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Council.
5. Where the dispute is to be referred to three arbitrators, each party shall nominate - in the Request for Arbitration and the answer thereto - respectively one arbitrator for confirmation by the Council. If a party fails to nominate an arbitrator, the appointment shall be made by the Council. Unless otherwise agreed by the parties, the third arbitrator, who will act as president of the arbitral tribunal, shall be nominated by the co-arbitrators within a time period determined by the Council. In every circumstance, the Council shall confirm the appointment of the third arbitrator. Where the third arbitrator has not been appointed within the time period agreed by the parties or set by the Council, the third arbitrator shall be appointed by the Council.
6. Where there are multiple claimants or multiple defendants, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple defendants, jointly, shall nominate an arbitrator for confirmation according to article 10 of the Rules. In the absence of a joint nomination and where all parties are unable to agree on a method for the constitution of the arbitral tribunal, the Council may appoint each member of the arbitral tribunal and shall designate one of them to act as president.

- 7.** Where three arbitrators are foreseen and a Request for joinder has been addressed to the Secretariat in accordance with article 6 of the Rules before the Council has appointed or confirmed each of the members of the arbitral tribunal, the additional party may nominate an arbitrator jointly with the claimant(s) or with the defendant(s).

Where a sole arbitrator is foreseen and a Request for joinder has been addressed to the Secretariat before the Council has appointed or confirmed the sole arbitrator, and if all parties are unable to agree on the appointment of the sole arbitrator, the Council shall appoint the sole arbitrator, taking into account the Request for joinder.

Where the parties have agreed that a Request for joinder may be made after the Council has appointed or confirmed the members of the arbitral tribunal, and in the absence of an agreement between the parties, the Council has the choice of either confirming the nominations and confirmations that have occurred or of terminating the appointments of the members of the arbitral tribunal that have been previously nominated or confirmed and then appointing new arbitrators and appointing one of them as president. In such event the Council is free to determine the number of arbitrators and to appoint any person it may choose.

- 8.** Where the Council is to appoint arbitrators, it shall choose them having regard to the nature of the dispute, the applicable law and the language of the procedure. The members of the Council may not be appointed as arbitrators in a case subject to these Rules, except when the parties agree to do so or in special circumstances, to be determined by the Council, in the absence of the member concerned.
- 9.** Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration proceedings.
- 10.** Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. The Secretariat shall provide such information to the parties in writing and fix a time period for any comments from them.
- 11.** The arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in article 10 paragraph 10 of the Rules concerning the arbitrator's impartiality or independence which may arise during the arbitration proceedings.
- 12.** By accepting to serve, the arbitrator undertakes to carry out its responsibilities in accordance with the Rules.
- 13.** Decisions of the Council as to the appointment or the confirmation of an arbitrator shall not prejudice the power of the arbitrator to rule on its own jurisdiction.

ARTICLE 11 ARBITRATORS: CHALLENGE - REPLACEMENT

1. A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based.

For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.

The Council shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and any other arbitrator to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

2. An arbitrator shall be replaced upon death, upon acceptance by the Council of the arbitrator's resignation, upon acceptance by the Council of a challenge, or upon acceptance by the Council of a request of all the parties.

An arbitrator shall also be replaced on the Council's own initiative when it decides that the arbitrator is prevented *de jure* or *de facto* from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.

When on the basis of information that has come to its attention, the Council considers applying the previous indent, it shall decide on the matter after the arbitrator concerned, the parties and any other arbitrators have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

When an arbitrator is to be replaced, the Council has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.

Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or been replaced by the Council according to indent 1 and 2 of this paragraph, the Council may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration proceedings. In making such determination, the Council shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.

ARTICLE 12 TRANSMISSION OF THE FILE TO THE ARBITRATOR

1. The Secretariat shall transmit the file to the arbitrator only once appointed or confirmed by the Council and provided the advance specified in article 32 of the Rules has been paid.
2. According to the provisions of article 32 paragraph 4 of the Rules, the arbitrator shall only proceed in respect of those claims for which the advance has been duly paid.

ARTICLE 13 APPLICABLE RULES OF LAW – RULES GOVERNING THE PROCEEDINGS

1. The parties shall be free to agree upon the rules of law to be applied by the arbitrator to the merits of the dispute.

In the absence of any such agreement, the arbitrator shall apply the rules of law which it determines to be appropriate.

2. The arbitrator shall take account of the provisions of the contract between the parties and, as the case may be, of any relevant trade usages.
3. The arbitrator shall assume the powers of an *amiable compositeur* or decide *ex aequo et bono* only if the parties have agreed to give it such powers.
4. The proceedings before the arbitrator shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitrator may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

ARTICLE 14 PLACE OF ARBITRATION - LANGUAGE OF ARBITRATION

1. Unless agreed otherwise by the parties, the place of arbitration shall be fixed at the Luxembourg Chamber of Commerce.
2. The arbitrator may, after consultation with the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.
3. The arbitrator may deliberate at any location it considers appropriate.
4. In the absence of an agreement by the parties, the arbitrator shall determine the language or languages of the arbitration proceedings, due regard being given to all circumstances, including the language of the contract. The arbitrator may order that any exhibits or documents submitted in the course of the proceedings in a language other than the language(s) agreed upon by the parties or determined by the arbitrator shall be accompanied by a translation into such language or languages.

ARTICLE 15 TERMS OF REFERENCE

1. As soon as it has received the file from the Secretariat, the arbitrator shall draw up, on the basis of the documents, or in the presence of the parties, and in the light of their most recent submissions, a document defining its terms of reference. This document shall include the following particulars:
 - a) the names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration proceedings;
 - b) the addresses of the parties to which notifications or communications arising in the course of the arbitration proceedings may validly be made,
 - c) a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims,
 - d) unless the arbitrator considers it inappropriate, a list of issues to be determined,
 - e) the name in full, address and other contact details of each of the arbitrators
 - f) the place of arbitration,
 - g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitrator to act as *amiabile compositeur* or to decide *ex aequo et bono*,
 - h) such other particulars as may be required to make the award enforceable at law, or may be regarded as useful by the arbitrator.

2. The terms of reference shall be signed by the parties and the arbitrator. Within 2 months of the date when the file has been transmitted to it, the arbitrator shall transmit to the Council the said document signed by itself and by the parties. The Council may extend this time limit pursuant to a reasoned request from the arbitrator or on its own initiative if it decides it is necessary to do so.
3. If any of the parties refuses to take part in the drawing up of the terms of reference or to sign the same, they shall be submitted to the Council for approval. When the terms of reference have been signed in accordance with article 15 paragraph 2 above or approved by the Council, the arbitration shall proceed.
4. After the terms of reference have been signed or approved by the Council, no party shall make new claims which fall outside the limits of the terms of reference unless it has been authorized to do so by the arbitrator, which shall consider the nature of such new claims, the stage of the arbitration proceedings and other relevant circumstances.

ARTICLE 16 CASE MANAGEMENT CONFERENCE AND PROCEDURAL TIMETABLE

1. When drawing up the terms of reference or as soon as possible thereafter, the arbitrator shall convene a case management conference to consult the parties on procedural measures that may be adopted.
2. During or following such conference, the arbitrator shall establish the procedural timetable that it intends to follow for the conduct of the arbitration. The procedural timetable and any modification thereto shall be communicated to the Secretariat and the parties.
3. To ensure continued effective case management, the arbitrator, after consulting the parties, by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.
4. Case management conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement of the parties, the arbitrator shall determine the means by which the conference will be conducted. The arbitrator may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through a representative.

ARTICLE 17 ESTABLISHING THE FACTS OF THE CASE

- 1.** The arbitrator shall proceed within as short a time as possible to establish the facts of the case by all appropriate means. After studying the written submissions of the parties and all documents relied upon, the arbitrator shall hear the parties together in person if one of them so requests; failing such a request, it may of its own motion decide to hear them. In addition, the arbitrator may decide to hear any other person in the presence of the parties or in their absence provided they have been duly summoned.
- 2.** The arbitrator, after having consulted the parties, may appoint one or more experts, define their terms of reference, receive their reports and/or hear them. At the request of a party, the parties shall be given the opportunity to question any such appointed expert at a hearing. Prior to any expertise ordered by the arbitrator, the parties, or one of them, shall pay an advance on costs, fixed by the arbitrator, sufficient to cover the probable related fees and expenses. The final fees and costs of the expert(s) are determined by the arbitrator. The arbitrator shall be responsible for ensuring the payment by the parties of such fees and expenses.
- 3.** At any time during the proceedings, the arbitrator may summon any party to provide additional evidence, the parties being invited to provide comments regarding such additional evidence.
- 4.** The arbitrator may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

ARTICLE 18 HEARINGS

- 1.** At the request of one of the parties or if necessary, on its own initiative, the arbitrator, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it and shall so inform the Secretariat.
- 2.** If one of the parties, although duly summoned, fails to appear, the arbitrator, if it is satisfied that the summons was duly received and the party is absent without valid excuse, shall have power to proceed with the arbitration, and such proceedings shall be deemed to have been conducted in the presence of all parties.
- 3.** The arbitrator shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitrator and of the parties, persons not involved in the proceedings shall not be admitted.
- 4.** The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.

ARTICLE 19 CLOSING OF THE PROCEEDINGS AND DATE FOR SUBMISSION OF DRAFT AWARDS

- 1.** As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorized submissions concerning such matters, if the latter is subsequent to the last hearing, the arbitrator shall:
 - a)** declare the proceedings closed with respect to the matters to be decided in the award; and
 - b)** inform the Secretariat and the parties of the date by which it expects to submit its draft award to the Council for approval pursuant to article 26 of the Rules.
- 2.** After the proceedings are closed, no further argument or submission may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the arbitrator.

ARTICLE 20 CONSERVATORY OR INTERIM MEASURES PRIOR TO THE CONSTITUTION OF THE ARBITRAL TRIBUNAL (INTERIM MEASURES)

- 1.** Any party requesting emergency conservatory or interim measures which cannot await the constitution of an arbitral tribunal (hereafter referred to as the Emergency measures) may submit a request to the Secretariat. The request is supplied in a number of copies sufficient to provide one copy for each party, plus one for the emergency arbitrator, and one for the Secretariat. The request is drawn up in the agreed arbitration language or, in the absence thereof, in the language of the arbitration agreement. Provisions applicable to Emergency Measures are set forth in appendix III of the Rules. The claimant shall make payment of the arbitration proceedings costs set forth in appendix III paragraph 16 of the Rules.
- 2.** Before the file is transmitted to the arbitrator, and in appropriate circumstances even thereafter, the parties may apply to any judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitrator in this respect. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitrator thereof.

ARTICLE 21 CONSERVATORY OR INTERIM MEASURES AFTER THE CONSTITUTION OF THE ARBITRAL TRIBUNAL

Unless the parties have otherwise agreed, as soon as the file has been transmitted to the arbitrator, it may, at the request of a party, order any conservatory or interim measure it deems appropriate. The arbitrator may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitrator considers appropriate.

ARTICLE 22 SIMPLIFIED PROCEEDINGS

- 1.** Simplified dispute resolution proceedings (hereafter referred to as the Simplified Proceedings) are hereby established regarding, unless otherwise agreed amongst parties, disputes of lower-value. They are ruled according to the provisions of appendix II of the Rules.
- 2.** The Simplified Proceedings provisions shall apply if:
 - a) the amount of the dispute, principal claim and counterclaim together, is less than or equal to €1.000.000 and the arbitration agreement referring to the Rules has been entered into after the Simplified Proceedings provisions came into force; or
 - b) the parties so agree, irrespective of the date of the arbitration agreement.
- 3.** The Simplified Proceedings provisions shall not apply if:
 - a) the arbitration agreement referring to the Rules has been entered into before the date on which the Simplified Proceedings provisions came into force and the Parties do not agree to apply the Simplified Proceedings provisions;
 - b) the parties have agreed to opt out of such provisions;
 - c) the Council determines, upon demand of one of the party prior to the constitution of the arbitral tribunal or on its own motion, that applying the Simplified Proceedings provisions is not appropriate in consideration of the circumstances.
- 4.** In the event that the principal claim and the counterclaim together exceed €1.000.000 in the course of the proceedings, the provisions of this article and of appendix II of the Rules shall still apply, unless otherwise agreed by the parties, in which case the proceedings shall be governed by the Rules. The Council may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitrator and the parties, decide that the Simplified Proceedings rules shall no longer apply to the case. In such case, unless the Council considers that it is appropriate to replace the arbitrator, the latter shall remain in place.

ARTICLE 23 TIME LIMIT FOR THE FINAL AWARD

- 1.** The time limit within which the arbitrator must render its final award is six months. Such time limit shall start to run from the date of the last signature by the arbitrator or by the parties of the terms of reference or, in the case of application of article 15 paragraph 3 of the Rules, the date of the notification to the arbitrator by the Secretariat of the approval of the terms of reference by the Council. The Council may fix a different time limit based upon the procedural timetable established pursuant to article 16 paragraph 2 of the Rules.
- 2.** The Council may extend the time limit pursuant to a reasoned request from the arbitrator or on its own initiative if it decides necessary to do so.

ARTICLE 24 MAKING OF THE AWARD

- 1.** When the arbitral tribunal is composed of more than one arbitrator, the award is made by a majority decision. If there is no majority, the award shall be made by the president of the arbitral tribunal alone.
- 2.** The award shall state the reasons upon which it is based.
- 3.** The award shall be deemed to be made at the place of the arbitration and on the date stated therein.

ARTICLE 25 AWARD BY CONSENT

If the parties reach a settlement after the file has been transmitted to the arbitrator in accordance with article 12 of the Rules, the settlement shall be recorded in the form of an award made by consent of the parties, if so requested by the parties and if the arbitrator agrees to do so.

ARTICLE 26 SCRUTINY OF THE AWARD BY THE COUNCIL

Before signing any award, the arbitrator shall submit it in draft form to the Council. The Council may lay down modifications as to the form and, without affecting the arbitrator's liberty of decision, may also draw its attention to points of substance. No award shall be rendered until it has been approved by the Council as to its form.

ARTICLE 27 NOTIFICATION OF THE AWARD TO THE PARTIES

1. Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitrator provided that the costs of the arbitration have been fully paid by the parties or by one of them.
2. Additional copies certified true by the Secretariat shall be made available on request and at any time to the parties, but to no one else.
3. By virtue of the notification made in accordance with paragraph 1 of this article, the parties waive any other form of notification or deposit on the part of the arbitrator.

ARTICLE 28 DEPOSIT OF THE AWARD

1. An original of each award made in accordance with the present Rules shall be deposited with the Secretariat.
2. The arbitrator and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.

ARTICLE 29 FINAL NATURE AND ENFORCEABILITY OF THE AWARD

1. The arbitral award shall be final.
2. By submitting the dispute to arbitration by the Center, the parties have undertaken to carry out the resulting award without delay and to have waived their right to any form of recourse insofar as such waiver can validly be made.

ARTICLE 30 CORRECTION AND INTERPRETATION OF THE AWARD; REMISSION OF AWARDS

1. On its own initiative, the arbitrator may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted for approval to the Council within 30 days of the date of such award.
2. Any application of a party for the correction of an error of the kind referred in paragraph 1 of the present article, or for the interpretation of an award, must be made to the Secretariat within 30 days of the notification of the award, in a number of copies as stated in article 2 paragraph 1. After reception of the application by the arbitrator, the latter shall grant the other party a time limit, normally not exceeding 30 days, from the receipt of the application by that party, to submit any comments thereon. The arbitrator shall submit its decision on the application in draft form to the Council not later than 30 days following the expiration of the time limit for the receipt of any comments from the other party or within such other period as the Council may decide.
3. A decision to correct or to interpret the award shall take the form of an *addendum* and shall constitute part of the award. The provisions of articles 24, 26 and 27 of the Rules shall apply *mutatis mutandis*.
4. Where a court remits an award to the arbitrator, the provisions of articles 24, 26 and 27 and this article 30 of the Rules shall apply *mutatis mutandis* to any *addendum* or award made pursuant to the terms of such remission. The Council may take any steps as may be necessary to enable the arbitrator to comply with the terms of such remission and may fix an advance to cover any additional fees and expenses of the arbitrator and any additional administrative expenses of the Center.

ARTICLE 31 COSTS OF ARBITRATION

The costs of arbitration include the fees and expenses of the arbitrator, as well as the Center's administrative costs. These shall be fixed by the Council in accordance with the provisions of appendix I of the present Rules in force at the time of the commencement of the arbitration. They shall also include reasonable expenses incurred by the parties for their defence and the fees and expenses of experts in case of an expertise.

ARTICLE 32 ADVANCE ON COSTS TO COVER THE FEES AND EXPENSES OF THE ARBITRATOR AND ADMINISTRATIVE COSTS

1. As soon as practicable, the Council shall fix the amount of the advance on costs likely to cover the fees and expenses of the arbitrator and the administrative costs for the claims which have been referred to it, in accordance with the scale included in appendix I of the present Rules. The advances on costs fixed by the Council are normally payed in equal shares by the claimant(s) and the defendant(s).
2. In case, one or more counterclaim(s) or request(s) for joinder are filed besides the principal claim, the Council may fix separate advances on costs for each claim. Where the Council fixes separate advances on costs, each party shall pay the advances corresponding to its respective claim(s).
3. The amount of advances on costs fixed by the Council pursuant to this article 32 may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs should such other party fail to pay its share.
4. When a request for an advance on costs has not been complied with, and after consultation with the arbitrator, the Secretariat may set an ultimate time limit, which must be not less than 15 days, on the expiry of which the relevant claims shall be considered as withdrawn in case of non-payment. However, such withdrawal shall not prevent a party from reintroducing the same claims at a later date in another proceedings.
5. Fund transfer regarding an arbitration are exclusively made through the Secretariat.

ARTICLE 33 DECISION AS TO THE COSTS OF THE ARBITRATION

1. At any time during the arbitral proceedings, the arbitrator may make decisions on costs, other than those to be fixed by the Council, and order any payment.
2. Apart from the decision on the merits of the case, the final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties. In making decisions as to costs, the arbitrator may take into account any such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.
3. The costs of the arbitration, together with the draft award in accordance with article 26 of the Rules, are submitted to the prior approval of the Council to ensure that the costs remain within reasonable limits, taking into account the nature of the dispute and the degree of difficulty of the issues to be resolved.
4. In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of an award fixing the arbitration costs, the Council shall fix the fees and expenses of the arbitrator and the Center's administrative costs taking into account *inter alia* the stage of the proceedings and the work already performed by the arbitrator. If the parties have not agreed upon the allocation of the costs of the arbitration or other relevant issues with respect to costs, such matters shall be decided by the arbitrator. If the latter has not yet started its mission at the time of the claim's withdrawal or the termination of the arbitration, any party may request the Council to proceed with the constitution of the arbitral tribunal in accordance with the Rules so that the arbitral tribunal may make a decisions as to costs.

ARTICLE 34 WAIVER

A party which proceeds with the arbitration without raising objections to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitrator, or any provision agreed under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

ARTICLE 35 LIMITATION OF LIABILITY

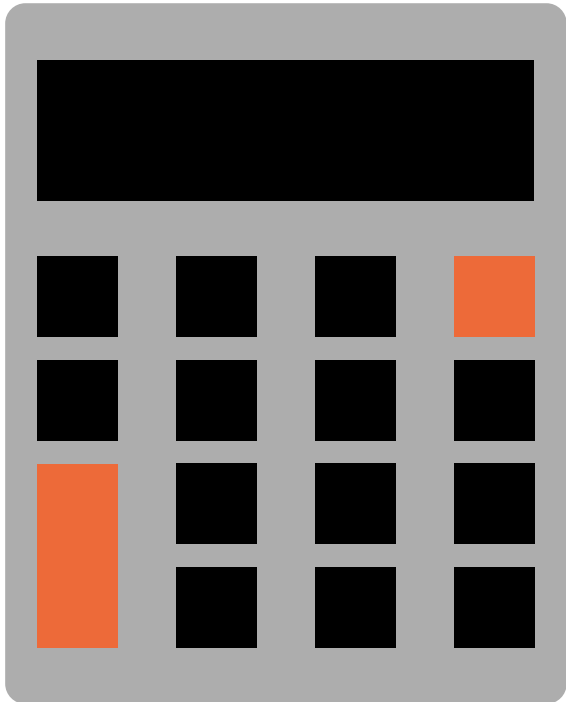
The arbitrator, any person appointed by the arbitrator, the Center and its members, the Luxembourg Chamber of Commerce and its employees, shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

ARTICLE 36 GENERAL RULE

In all matters not expressly provided for in these Rules, the Council and the arbitrator shall act in the spirit of these Rules and their appendixes. They shall make every effort to make sure that the award is enforceable at law.

Appendix I

Administrative costs
and fees



- Advance to cover the fees and expenses of the arbitrator and administrative costs of the Center are fixed by the Council within the limits specified hereafter as for instance the nature and the significance of the dispute and the potential application of the Simplified Proceedings provided by article 22 of the Rules. This scale shall be applicable to all arbitrations commenced on or after 1st January 2020, irrespective of the version of the Rules applying to such arbitrations.

AMOUNT IN DISPUTE	ARBITRATION FEES EXCL. TAX 1 ARBITRATOR		ARBITRATION FEES EXCL. TAX 3 ARBITRATORS		ADMINISTRATIVE COSTS OF THE ARBITRATION CENTER
	Minimum	Maximum	Minimum	Maximum	
Up to €50.000	€1.500	€4.500	€4.500	€15.000	€1.500
From 50.001 to €250.000	€5.000	€15.000	€15.000	€45.000	€3.000
From 250.001 to €500.000	€10.000	€30.000	€30.000	€60.000	€4.500
From 500.001 to €1.000.000	€15.000	€40.000	€40.000	€90.000	€6.000
From 1.000.001 to €5.000.000	€25.000	€60.000	€60.000	€150.000	€7.500
From 5.000.001 to €10.000.000	€35.000	€80.000	€80.000	€200.000	€9.000
From 10.000.001 to €30.000.000	€45.000	€100.000	€100.000	€250.000	€10.500
From 30.000.001 to €50.000.000	€55.000	€120.000	€120.000	€300.000	€12.000
Over €50.000.001	€75.000	According to the file	€150.000	According to the file	€13.500

For disputes submitted to the Simplified Proceedings, the arbitrator fees are fixed according to the above scale with a deduction of 20% due to the Simplified Proceedings.

Where the amount of the claims is not stated, the Council shall fix the amount of the advance on costs to cover the fees and expenses of the arbitrator and the administrative costs of the Center at its discretion, taking into account any available assessment information.

- In accordance with article 32 paragraph 3 of the Rules, the amount of the advance on costs to cover the fees and expenses of the arbitrator and the administrative costs of the Center may be subject to readjustment at any time during the proceedings, in particular to take into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the arbitrator, or the evolving difficulty or complexity of the arbitration proceedings.

3. The arbitrator's fees and expenses are exclusively fixed by the Council as requested by the Rules. Separate fee arrangements between the parties and the arbitrator are contrary to the Rules
4. The Council may require the payment of additional administrative costs for holding an arbitration in abeyance at the request of the parties or of one of them without objection from the other.
5. The amounts paid as advances on costs do not bear interests for the parties or the arbitrator.
6. Any amount paid by the parties as an advance on the fees and expenses of the arbitrator and the administrative costs of the Center exceeding the final amounts fixed by the Council shall be reimbursed to the parties having regard to the amounts paid.
7. The final costs regarding the fees and expenses of the arbitrator and the administrative costs of the Center are fixed within the limits of the scale set out in paragraph 1 of this appendix. When approving the final cost memorandum of the fees and expenses of the arbitrator, the Council considers, in particular the diligence and efficiency of the arbitrator, the time spent, the rapidity of the proceedings, the complexity of the dispute and the respect of the timeliness of the submission of the draft award.

Due to exceptional circumstances of the arbitration proceedings, the arbitrator's fees may, by derogation, be fixed at a lower or higher figure than that which would result from the application of the scale in force.

8. Each request for arbitration pursuant to the Rules must be accompanied by the payment of a fee of €1.000. Such payment is non-refundable and shall be credited later on to the claimant's portion of the advance on costs to cover the fees and expenses of the arbitrator and the administrative costs of the Center.
9. In the case of an application under article 30 paragraph 2 of the Rules or of a remission pursuant to article 30 paragraph 4 of the Rules, the Council may fix an advance to cover additional fees and expenses of the arbitrator and additional administrative costs of the Center and may make the transmission of such application to the arbitrator subject to the payment in full of such advance.
10. Amounts to be paid to the arbitrator do not include any value added tax (VAT), or any other taxes or charges and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges. The recovery of any such taxes or charges is a matter to be treated solely between the arbitrator and the parties.

Appendix II

Simplified Proceedings
provisions



1. Insofar as article 22 of the Rules and this appendix II do not provide otherwise, the Rules shall apply to an arbitration under the Simplified Proceedings provisions.

Upon receipt of the answer to the request pursuant to article 4 of the Rules, or upon expiry of the time period for the answer or at any relevant time thereafter and subject to article 22 of the Rules, the Secretariat shall inform the parties that the Simplified Proceedings provisions shall apply to the case.

2. Unless otherwise agreed by the parties, the case shall be referred to a sole arbitrator. The parties may, by agreement, nominate the sole arbitrator within a time limit to be set by the Secretariat. If the parties fail to nominate a sole arbitrator within this time limit, the sole arbitrator shall be appointed by the Council as short a time as possible. If the arbitration agreement provides for an arbitral tribunal composed of three arbitrators, the Secretariat shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree to refer the case to a sole arbitrator, the arbitrators shall be appointed in accordance with article 10 of the Rules within a time limit to be set by the Secretariat.

3. Article 15 of the Rules shall not apply to an arbitration under the Simplified Proceedings provisions.

After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.

4. The case management conference convened pursuant to article 16 of the Rules shall take place no later than 15 days after the date on which the file was transmitted to the arbitrator. The Council may extend this time limit pursuant to a reasoned request from the arbitrator or on its own initiative if it decides it is necessary to do so.

5. After the submission of the answer to the request, the parties shall, as a general rule and unless exceptional circumstances of the case, be entitled by the arbitrator to submit each only one more reply.

The arbitrator shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the arbitrator may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).

The arbitrator may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts. When a hearing is to be held, the arbitrator may conduct it by videoconference, telephone or similar means of communication.

- 6.** The time limit within which the arbitrator must render its final award is six months from the date of the case management conference. The Council may extend the time limit pursuant to article 23 paragraph 2 of the Rules.
- 7.** The advance on costs to cover the fees and expenses of the arbitrator and the administrative costs of the Center as well as the final costs regarding the fees and expenses of the arbitrator and the administrative costs of the Center shall be fixed according to the scale set out in appendix I of the Rules.
- 8.** In all matters concerning the Simplified Proceedings not expressly provided for in this appendix or the Rules, the Council and the arbitrator shall act in the spirit of the Rules and their appendixes.

Appendix III

Emergency Measures provisions



1. The request for Emergency Measures submitted to the Secretariat shall contain *inter alia* the following information:
 - a) names in full, description, address, telephone number, e-mail address of each of the parties and their representatives in the arbitration proceedings,
 - b) a succinct recital of the nature and circumstances of the dispute giving rise to the claims,
 - c) a statement of the Emergency Measures sought;
 - d) the reasons for which the claimant requests urgent interim or conservatory measures which may not await the constitution of an arbitral tribunal;
 - e) information as to the language of the arbitration as well as to the applicable rules of law,
 - f) any agreement entered into between the parties, and in particular the arbitration agreement, and such documentation or information as will serve clearly to establish the circumstances of the case.
2. The Secretariat shall transmit a copy of the request for Emergency Measures and the documents annexed thereto to the defendant, for answer, upon receipt of the payment of the costs provided for by paragraph 16 of this appendix.
3. The President of the Council or in his absence, any other member of the Council appointed for this purpose by the President, shall appoint an emergency arbitrator within as short a time as possible, normally within 2 days from the Secretariat's receipt of the complete request.
4. Once the emergency arbitrator has been appointed, the Secretariat shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to the other party and the Secretariat. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Secretariat.
5. No emergency arbitrator shall be appointed after the file has been transmitted to the arbitral tribunal pursuant to article 12 of the Rules. An emergency arbitrator appointed prior thereto shall retain the power to make a decision within the time period permitted by this appendix.
6. The emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute. Before being appointed or confirmed, the prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the request for Emergency Measures.

- 7.** For a challenge against the emergency arbitrator to be admissible, it must be made within 3 days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification. The challenge shall be decided by the Council after the Secretariat has afforded an opportunity for the emergency arbitrator and the other parties to provide comments in writing within a suitable period of time.
- 8.** The emergency arbitrator shall establish a procedural timetable for the proceedings within as short a time as possible, normally within 3 business days from the receipt of the file by the emergency arbitrator. The emergency arbitrator shall conduct the proceedings in the manner which it considers to be appropriate, taking into account the nature and the urgency of the request. In all cases, the emergency arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
- 9.** The emergency arbitrator's decision shall take the form of a written and reasoned order, or of an award, as the emergency arbitrator considers it appropriate. If the emergency arbitrator deems it appropriate to render its decision in the form of an award, said award is not submitted to the provisions of article 26 of the Rules.
- 10.** The emergency arbitrator's decision shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator. The President of the Council or in his absence, any other member of the Council appointed for this purpose by the President, may extend the time period pursuant to a reasoned request from the emergency arbitrator or on the President's own initiative if the President decides it is necessary to do so. The emergency arbitrator shall send its decision to the parties, with a copy to the Secretariat, by any of the means of communication permitted by article 2 of the Rules.
- 11.** The parties undertake to comply with any decision of the emergency arbitrator.
- 12.** The decision of the emergency arbitrator shall cease to be binding on the parties where:

 - a)** no request for arbitration has been filed with the Secretariat within 30 days from the date of the notification of the emergency arbitrator's decision;
 - b)** the emergency arbitrator or an arbitrator so decides;
 - c)** a final award has been rendered, unless the arbitrator expressly decides otherwise; or
 - d)** all claims have been withdrawn or the arbitration proceedings have ended before the rendering of a final award.
- 13.** Upon a reasoned request by a party made prior to the transmission of the file to the arbitrator pursuant to article 12 of the Rules, the emergency arbitrator may modify, annul or terminate its decision.

- 14.** The emergency arbitrator's decision shall not bind the arbitrator with respect to any question, issue or dispute determined in that decision. The arbitrator may modify, annul or terminate the emergency arbitrator's decisions.
- 15.** In its decision, the emergency arbitrator rules as to the admissibility of the request as well as to its own jurisdiction.
- 16.** According to the provisions of article 20 of the Rules, the claimant must pay an amount of €18.000, consisting of €15.000 for the emergency arbitrator's fees and expenses and €3.000 for the administrative costs of the Center. According to the provisions of paragraph 2 of this appendix, the request for Emergency Measures shall not be notified to the defendant until the payment of the aforesaid amount is received by the Secretariat.
- 17.** The President of the Council or any other member of the Council appointed for this purpose by the President, may, at any time during the Emergency Measures proceedings, decide to increase the emergency arbitrator's fees or the administrative costs of the Center, taking into account, *inter alia*, the nature of the case and the nature and amount of work performed by the emergency arbitrator and the Secretariat. If the claimant fails to pay the increased costs within the time period fixed by the Secretariat, the request for Emergency Measures shall be considered as withdrawn.
- 18.** The emergency arbitrator's decision shall fix the costs of the Emergency Measures proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
- 19.** The costs of the Emergency Measures proceedings include the emergency arbitrator's fees and expenses, the administrative costs of the Center, and the reasonable legal and other costs incurred by the parties for their defence and the fees and expenses of the expert in case of an expertise.
- 20.** In the event that the Emergency Measures proceedings do not take place or are otherwise terminated prior to the making of a decision, the President of the Council or any other member of the Council appointed for this purpose by the President, shall determine the amount to be reimbursed to the claimant if any. An amount of €1.000 for the administrative costs of the Center is non-refundable in all cases.
- 21.** Amounts to be paid to the emergency arbitrator do not include any value added tax (VAT), or any other taxes or charges and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges. The recovery of any such taxes or charges is a matter to be treated solely between the emergency arbitrator and the parties.

- 22.** In all matters concerning the Emergency Measures proceedings not expressly provided for in this appendix or the Rules, the President of the Council and the emergency arbitrator shall act in the spirit of the Rules and their appendices.

Standard arbitration clauses

under the Rules



A) ARBITRATION CLAUSE

“All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the Luxembourg Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.”

This clause may be supplemented by one or several of the following provisions:

“The arbitral tribunal shall consist in one / three arbitrator(s).”

“The law applicable to this contract is (...).”

“The arbitration shall be conducted in (...) [language].”

“The place of the arbitration shall be (...).”

B) OPTIONS

1 Exclusion of the Emergency Measures provisions:

If the parties wish to exclude any recourse to the Emergency Measures proceedings, they must expressly opt out by adding the following wording to the arbitration clause under A):

“The provisions regarding the emergency measures shall not apply.”

2 Simplified Proceedings provisions:

The Rules provide for use of Simplified Proceedings for lower-value cases (amount of the claims less than or equal to €1.000.000).

a) If the parties wish to exclude the Simplified Proceedings provisions, they must expressly opt out by adding the following wording to the arbitration clause under A):

“The simplified proceedings provisions shall not apply.”

b) If the parties wish to avail themselves of the Simplified Proceedings provisions, irrespective of the amount in dispute or beyond the limit set forth by the Rules, they must expressly opt in for the application of these by adding the following wording to the arbitration clause under A):

“The parties agree, pursuant to Article 22 paragraph 2 of the Rules, that the simplified proceedings provisions shall apply, (irrespective of the amount in dispute / provided that the amount in dispute does not exceed (...)).”

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