

## **DRAFT TO THE CAM-CCBC REVISED ARBITRATION RULES**

*Draft submitted to Public Consultation.*

### **CHAPTER I – GENERAL PROVISIONS**

#### **Article 1 – Scope of Application of the Rules**

1.1. The parties agreeing that an arbitration shall be ruled by the Arbitration Rules of the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada, hereinafter called CAM-CCBC, accept that the arbitral proceedings shall be conducted by the CAM-CCBC.

1.2 The CAM-CCBC may also conduct proceedings ruled by the United Nations Commission on International Trade Law Arbitration Rules.

1.3 Any amendment to these Rules agreed upon between the parties shall only be applied to the particular case and as long as they do not alter any disposition on the administrative organization and operation of the work model proposed by the CAM-CCBC.

#### **Article 2 - CAM-CCBC**

2.1. The CAM-CCBC is located in Sao Paulo, Capital of the State of Sao Paulo, Brazil, it may act in the administration of proceedings seated anywhere in Brazil or abroad, according to the dispositions of Article 4.1 of these Rules.

2.2. The CAM-CCBC aims to administer ADR proceedings, regardless of nationality, legal seat, origin or membership to the Chamber of Commerce Brazil-Canada.

2.3 The CAM-CCBC does not decide the disputes submitted to it.

2.4 The CAM-CCBC is an independent body of the Chamber of Commerce Brazil-Canada and is ruled by its own Internal Rules, approved according to the dispositions of the Bylaws of the Chamber of Commerce Brazil-Canada.

#### **Article 3 - NOTICES AND TIMES PERIODS**

3.1 Any communication, notices and subpoenas regarding the arbitral proceedings must be sent by any means with proof of sending and receiving, such as courier, mail, e-mail (electronic mail) or other forms of electronic remittance.

3.2 Each party shall inform its address(es) to receive physical and electronic mail. The parties shall promptly inform any changes in their addresses.

3.3 In the absence of designation of address(es) pursuant to article 3.2, the notice to a party shall be considered received whenever it is directly delivered to the recipient or its headquarters, usual residence or mailing address, even if sent by email or other forms of electronic remittance with proof of sending and receiving.

3.4 Physical communications shall be considered received on the date they are received by the party or its representative, or on the date they should have been received in the cases provided for in Articles 3.1. Communications sent electronically shall be considered received on the day of the proof of delivery.

3.5 Any document sent to the arbitral tribunal or to the parties must also be sent to the secretariat of the CAM-CCBC.

3.6 The terms provided for in these Rules may be extended at the discretion of the tribunal or the secretariat of the CAM-CCBC.

3.7 In the absence of terms provided for in these Rules or determined by the arbitral tribunal or the secretariat of the CAM-CCBC, the term shall be of 10 (ten) days.

3.8 The time limits are continuous and start on the day after receipt and includes the due date. The time limits start on the first business day after receipt of the communication, notice or subpoena, under the terms of Article 3.4.

3.9 Should the due date be on a day other than a business day in the seat of arbitration, the term shall be extended to the next business day. While the arbitration seat is not defined, the business days shall be considered those on which there is regular business at the CAM-CCBC, according to the CAM-CCBC's official calendar.

## **CHAPTER II - SEAT, APPLICABLE LAW AND LANGUAGE**

### **Article 4 – Seat**

4.1 The arbitral proceedings may be seated anywhere.

4.2. If the parties have not appointed an arbitration seat, if there is no agreement as to the seat or if the appointment is incomplete or unclear, the Presidency of the CAM-CCBC may, if necessary, determine a provisional one, being up to the arbitral tribunal, once constituted, to decide on the definitive arbitration seat after hearing the parties.

4.3. The acts of the arbitral proceedings may take place at a different location from that of the seat, or remotely, at the discretion of the arbitral tribunal.

### **Article 5 – Applicable Law**

5.1 The arbitral proceedings shall be ruled by these Rules and, where they are silent, by the rules agreed upon between the parties. In case of silence or divergence, it shall be up to the arbitral tribunal to decide on the applicable proceeding rules.

5.2 The parties may choose the rules of law to be applied by the arbitral tribunal as to the merit of the dispute. In case of silence or divergence, it shall be up to the arbitral tribunal to decide on the applicable law.

5.3 The permission for the arbitral tribunal to rule *ex aequo et bono* must be evident in the arbitration agreement or in the terms of reference.

## **Article 6 - Language**

6.1 The arbitration shall be conducted in the language agreed upon between the parties.

6.2 Should there be no agreement, the arbitral tribunal shall decide on the language, considering all relevant circumstances.

## **CHAPTER III – COMMENCING THE ARBITRATION**

### **Article 7 – Request for Arbitration**

7.1. The party that wishes to file for arbitration shall submit to the CAM-CCBC the request for arbitration containing:

- (a) agreement or document with the arbitration agreement;
- (b) the complete name and identification of the parties involved in the arbitration, including their addresses and/or emails for notice;
- (c) powers of attorney with sufficient powers, if any;
- (d) a summarized description of the subject matter of the arbitration;
- (e) estimated amount in dispute;
- (f) appointment of seat, language, rules of law applicable to the arbitration;
- (g) proposals or other relevant information as to the number and choice of arbitrators or, if set out by the parties, their appointment; and
- (h) information on related parties and third-party funding (as per Articles 9.5 and 9.6).

7.2 Together with the notice, the party shall attach proof of payment of the registration fee, as per the Schedule of Costs.

7.3 In case the claimant fails to fulfill the requirements under Articles 7.1 and 7.2, the secretariat may determine a time limit for it to do so, at risk of termination, without restrictions of its right to file the claim under a new request for arbitration.

## **Article 8 – Answer to the Request for Arbitration**

8.1 The secretariat of the CAM-CCBC shall notify the other party with a copy of the request for arbitration, the documents that support it and a copy of these Rules, requesting it to submit its answer, within 15 (fifteen) days, containing:

- (a) power of attorney, if any;
- (b) confirmation of the addresses and/or emails for notice;
- (c) a summarized description of the subject matter of its claim and the respective amount involved;
- (d) comments of seat, language, rules of law applicable to the arbitration;
- (e) request for joinder of parties, if any, informing complete name and identification;
- (f) proposals or other relevant information as to the number and choice of arbitrators or their appointment, in case the parties have agreed upon them; and
- (g) information on related parties and third-party funding (as per Articles 9.5 and 9.6).

8.2 The proceedings shall continue in the absence of any of the parties, provided that they are duly notified according to Articles 3.3 and 3.4.

## **CHAPTER IV – ARBITRATORS AND CONSTITUTION OF THE ARBITRAL TRIBUNAL**

### **Article 9 - Arbitrators**

9.1 The members of the List of Arbitrators and/or other persons can be appointed by the parties as arbitrators, abiding by the dispositions of Article 11.2 of these Rules, the Code of Ethics of the CAM-CCBC and the requisites of independence, impartiality and availability.

9.2 The arbitrator must remain, throughout the entire arbitration, independent and impartial.

9.3 The arbitrator must immediately disclose to the secretariat and the parties any facts or circumstances that may raise reasonable doubts as to the arbitrator's impartiality or independence, even if they arise after the submission of the arbitrator's answers to the CAM-CCBC Conflict of Interest and Availability Form, or simply the Form.

9.4 It is up to the arbitrator to, at any time, declare an impediment and refuse appointment, or to resign.

9.5 The parties must disclose any relevant natural persons or body corporates in order to allow the arbitrators to verify a conflict of interest.

9.6 The parties must disclose the existence of third-party funding at the first possible occasion in order to allow the arbitrators to verify and disclose a conflict of interest, if any.

9.7 The parties are prohibited, throughout the proceedings, to create an incidental fact that characterizes impediment of one or more arbitrators, including under the claim of alteration of their respective representation, funding or assistance.

### **Article 10 - Arbitral Tribunal Composition**

10.1 When the parties have not defined, in the arbitration agreement, the number of arbitrators to act in the proceedings, or have not agreed on their number, the CAM-CCBC Presidency shall decide whether there will be one or three arbitrators, considering the complexity and amount in dispute, abiding by the dispositions of these Rules.

10.2 The expression "arbitral tribunal" shall apply to a sole arbitrator or to a three-person arbitral tribunal.

### **Article 11 – Three-Person Arbitral Tribunal**

11.1 When the parties have agreed that the dispute shall be resolved by three arbitrators or when it is thus determined by the Presidency of the CAM-CCBC, the secretariat shall forward to both parties a copy of these Rules and the list of names that compose the List of Arbitrators, inviting the parties, claimant(s) and respondent(s), within 15 (fifteen) days, to each appoint 1 (one) arbitrator to compose the Arbitral Tribunal.

11.2 The parties may freely appoint the arbitrators that will compose the arbitral tribunal. The appointment of a name outside of the List of Arbitrators must be followed by their curriculum, which shall be submitted to the approval of the Presidency of the CAM-CCBC.

11.3 The secretariat of the CAM-CCBC will inform the parties and the arbitrators on the appointments. The appointed arbitrators shall be requested to fill out the Form within 10 (ten) days.

11.4 The answers to the Forms and any relevant facts shall be forwarded to the parties, who shall have 10 (ten) days to comment. Should the parties request clarifications or additional information, the arbitrator(s) shall be invited to answer them.

11.5 After the co-arbitrator appointment step, the secretariat of the CAM-CCBC, except when stipulated otherwise by the Parties, shall notify them to, within 10 (ten) days, appoint the president of the arbitral tribunal.

11.6 The president of the arbitral tribunal must be listed in the List of Arbitrators.

11.7 In exceptional cases, by means of a duly justified request and with the approval of the Presidency of the CAM- CCBC, there may be appointed a president of the arbitral tribunal that is not listed in the List of Arbitrators. The appointment shall be submitted together with the arbitrator's curriculum.

11.8 The secretariat of the CAM-CCBC shall inform the parties and arbitrators on the appointment of the arbitrator who will act as president of the arbitral tribunal, proceeding in the form and periods provided for in Articles 11.3 and 11.4.

11.9 If any of the parties fail to appoint an arbitrator or the arbitrators appointed by the parties fail to appoint a president of the arbitral tribunal, the Presidency of the CAM-CCBC shall appoint one from among the members of the List of Arbitrators.

11.10 In the proceeding in which the parties have headquarters or are domiciled in different countries, any of them may request that the president of the arbitral tribunal be from a nationality other than that of the parties involved. The Presidency of the CAM-CCBC, after verifying the necessity and convenience for such, shall decide on the particular case.

## **Article 12 – Multiparty Arbitration**

12.1 In the case of an arbitration with multiple parties, as claimants and/or respondents, should there be no agreement on a method for the appointment of arbitrators by the parties, the Presidency of the CAM-CCBC, considering the interests of the parties, may appoint all the members of the arbitral tribunal, appointing one of them to act as president.

12.1.1 The Presidency of the CAM-CCBC, even *in absentia* of a party, may verify how many interested parties are involved in the dispute when making its decision.

12.1.2 The appointment shall be made from among the members of the List of Arbitrators, according to Article 11.9 of these Rules.

## **Article 13 – Sole Arbitrator**

13.1 When the parties have agreed that the dispute shall be resolved by a sole arbitrator or this is thus determined by the Presidency of the CAM-CCBC, the arbitrator must be appointed by the agreement of the parties within 15 (fifteen) days after notice from the secretariat. After this period, should there be no sole arbitrator appointed or no agreement as to the arbitrator's appointment, the sole arbitrator shall be appointed by the Presidency of the CAM-CCBC, abiding by Article 11.9.

13.2 In exceptional cases and by means of justified request and approval of the Presidency of the CAM-CCBC, a sole arbitrator may be appointed from outside the List of Arbitrators.

13.3 The arbitration commencement and conduction with a sole arbitrator shall obey the same proceedings provided for in these Rules for the arbitrations conducted by a three-person arbitral tribunal.

#### **Article 14 – Challenging Arbitrators**

14.1 The parties may challenge arbitrators for lack of independence, impartiality or for justifiable doubt within 10 (ten) days after becoming aware of a relevant fact.

14.2 The challenge shall be decided by a special committee composed of 3 (three) members of the List of Arbitrators appointed by the Presidency of the CAM-CCBC.

14.3 The special committee constituted to assess the challenge of an arbitrator, when considered necessary, may request the parties and the challenged arbitrator to provide additional clarifications and the production of new documents within 10 (ten) days.

14.4 The special committee shall decide within 30 (thirty) days from the notice by the secretariat informing the parties and the arbitrators on the conclusion of the required steps. If necessary, the committee may extend the term to decide on the challenge for 15 (fifteen) additional days.

14.5 The decision of the special committee shall be reasoned and final, with no possibility of appeal.

#### **Article 15 – Arbitrator Replacement**

15.1 In case of resignation, acceptance of challenge, incapacity or death of any of the arbitrators, their replacement shall occur as per the original procedure adopted for that appointment.

15.2 In cases of arbitrator replacement and considering the stage of the arbitration, the secretariat of the CAM- CCBC may alter the time limits of the proceedings to recompose the arbitral tribunal.

#### **Article 16 – Institution of the Arbitration**

16.1 After the arbitrators are appointed, the secretariat shall notify the arbitral tribunal to, within 5 (five) days, sign the term of independence that declares the formal acceptance of the office, for all due effects.

16.2 It shall be deemed that the arbitration is instituted and the arbitral tribunal is constituted on the day the secretariat receives the term(s) of independence signed by the arbitrator(s).

## **CHAPTER V - PRELIMINARY ANALYSIS OF ARBITRATION AGREEMENT**

### **Article 17 - Preliminary analysis of the existence, validity and effectiveness of the arbitration agreement**

17.1 The party that wishes to oppose to the continuation of the arbitration based on the inexistence or invalidity of the arbitration agreement, even if regarding only one of the parties, or in the absence of agreement with the administration of the CAM-CCBC, must submit a formal objection to the Presidency of the CAM-CCBC at the first possible opportunity.

17.2 The Presidency of the CAM-CCBC shall proceed to a preliminary analysis of the arbitration agreement and decide administratively on matters relating to the existence, validity and effectiveness that may be promptly decided upon, regardless of the production of evidence.

17.3 Even if the decision is for the continuation of the arbitration, the arbitral tribunal shall decide on its own jurisdiction, confirming or correcting the decision of the Presidency of the CAM-CCBC.

## **CHAPTER VI – JOINDER OF ADDITIONAL PARTIES**

### **Article 18 – Joinder of Additional Parties**

18.1 The party who wishes to include an additional party to the arbitration must submit to the secretariat a request for arbitration against the additional party in the first opportunity for such. The date the request is received by the secretariat shall be considered, for all purposes, the initial date of the arbitration regarding the additional party.

18.2 Before the constitution of the arbitral tribunal, the Presidency of the CAM-CCBC shall decide on the joinder of the additional party when:

- (a) all parties involved are agreed upon; or
- (b) the additional party has a connection with the subject matter submitted to the arbitration and may, on a preliminary analysis, be considered bound by the arbitration agreement(s).

18.3 The decision of the Presidency of the CAM-CCBC that determines the joinder or not of the additional party into the arbitration may be revisited by the arbitral tribunal.

18.4 After the constitution of the arbitral tribunal, the joinder of the additional party to the arbitration shall be decided by the arbitrators, with the parties being called upon to comment.

18.5 The party that voluntarily wishes to be included in the proceedings may request so at any time, submitting the decision to the Presidency of the CAM-CCBC or the arbitral tribunal, in case it is already constituted.



18.6 In any circumstance, the party to be included in the arbitral proceedings must accept the arbitral tribunal constituted and must sign amended terms of reference.

## **CHAPTER VII - CONSOLIDATION**

### **Article 19 – Consolidation of Arbitrations**

19.1 The Presidency of the CAM-CCBC may, at the request of a party, before the constitution of the arbitral tribunal of the second proceeding, considering the stage of the first proceeding, consolidate two or more pending arbitrations into a single one, under these Rules, when:

- (a) the parties have agreed to the consolidation; or
- (b) all the claims in the arbitrations are made based on the same arbitration agreement(s); or
- (c) the arbitration claims are not made based on the same arbitration agreements(s), but (i) the arbitrations involve the same parties, (ii) the disputes are related to the same legal relationship, and (iii) the Presidency of the CAM-CCBC understands that the arbitration agreements are compatible.

19.2 When deciding on the consolidation, the Presidency of the CAM-CCBC may consult the arbitrators in office.

19.3 The arbitral proceedings must be consolidated into the first arbitration, except if the parties agree otherwise.

## **CHAPTER VIII- MULTIPLE CONTRACTS**

### **Article 20 – Multiple Contracts**

20.1 The parties may deduce claims arising from or related to more than one contract in a single arbitral proceeding.

20.2 Before the constitution of the arbitral tribunal, in case there is any objection to its continuation in a single arbitral proceeding of claims arising from or related to more than one contract, the Presidency of the CAM-CCBC, after hearing the parties, shall rule on the matter.

20.3 Continuation in a single arbitration shall be possible when:

- (a) the arbitration agreements are compatible;
- (b) the claims originate from the same transaction or series of transactions; and
- (c) there is no significant impact on the efficiency and expediency of the process.

20.4 After the constitution of the arbitral tribunal, the decision that authorized the processing in a single arbitration shall be submitted to the analysis of the arbitral tribunal.

## **CHAPTER IX – EMERGENCY ARBITRATOR AND PROVISIONAL MEASURES**

### **Article 21 - Emergency Arbitrator**

21.1 Before the constitution of the arbitral tribunal, the party that needs provisional measures may file for the appointment of an emergency arbitrator, except if the parties have agreed otherwise.

21.2 The emergency arbitrator may take any measures under Article 22.1 that, due to their very nature, cannot wait for the constitution of the arbitral tribunal.

21.3 The emergency arbitrator shall comply with the same duties of independence, impartiality and availability provided for in Article 9.2.

21.4 The institution of an emergency Arbitrator proceeding does not imply waiver of any other Provisional Measure before the competent judicial authority.

21.5 The emergency arbitrator procedure shall follow the regulations provided for in Appendix I.

### **Article 22 – Provisional Measures**

22.1 Unless otherwise agreed between the parties, the arbitral tribunal may issue provisional, coercive and interlocutory measures that may, at the discretion of the arbitral tribunal, depend on the presentation of guarantees by the claiming party.

22.2 In case of urgency, if the arbitral tribunal is not yet constituted, the parties may request provisional, coercive and interlocutory measures to the competent authority.

22.3 Once the arbitration is instituted, it is under the arbitral tribunal's competence to uphold, amend or revoke a previously granted measure.

22.4 A party's request to a judicial authority to procure provisional measures, or the enforcement of similar measures granted by an emergency arbitrator or arbitral tribunal, shall not constitute breach or waiver of the arbitration agreement and shall not compromise the authority of the arbitral tribunal.

## CHAPTER X – ARBITRATION PROCEEDINGS

### Article 23 – Terms of Reference

23.1 With the arbitration instituted under Article 16.2, the secretariat shall notify the parties and the arbitrators to, together with a representative of the CAM-CCBC and two witnesses, sign the terms of reference within 30 (thirty) days.

23.2 The terms of reference shall contain:

- (a) name and identification of the parties and the arbitrators;
- (b) the arbitration seat;
- (c) the transcription of the arbitration clause;
- (d) authorization for the arbitrators to rule *ex aequo et bono*, if any;
- (e) language of the arbitration;
- (f) subject matter of the dispute;
- (g) applicable law;
- (h) the claims of each party;
- (i) value in dispute in the arbitration;
- (j) starting date of the proceedings; and
- (l) the express acceptance of the commitment to paying the administrative costs of the proceedings, expenses, expert fees and arbitrators as they are requested by the CAM-CCBC.

23.3 The absence of any party duly summoned for the initial meeting or its refusal to sign the terms of reference does not constitute an impediment for the regular continuation of the arbitration.

23.4 The parties may alter, modify or amend the claims and causes stated until the date of signing of the terms of reference.

### Article 24 – Arbitral Tribunal Secretary

24.1 The arbitral tribunal may appoint a secretary of the tribunal to assist it in supervision, abiding by the same requirements of independence, impartiality and confidentiality provided for in Articles 9.2 and 38.3, being required to sign a confidentiality and independence term.

24.2 In no circumstance shall the arbitral tribunal delegate its decision-making duty to a tribunal secretary.

24.3 The appointment of an arbitral tribunal secretary, except when otherwise agreed upon, shall not result in additional costs to the parties, except for expenses with transportation, meals, accommodation and other related costs.

### **Article 25 - Conducting the Proceedings**

25.1 The parties and the arbitral tribunal must endeavor to conduct the arbitration in an expeditious, efficient and safe fashion for the resolution of the dispute.

25.2 The arbitral tribunal shall adopt the necessary and convenient measures for the due advancement of the proceedings, being able to alter the time limits provided for in Articles 26, 27 and 28, abiding by the right to fully defend oneself and the right to dispute the allegations of the other party, as well as the equal treatment of the parties.

25.3 The arbitral tribunal may call face-to-face, telephone or virtual meetings while conducting the proceedings to consult with the parties on measures to be adopted.

25.4 The arbitral tribunal may, during the arbitral proceedings, suggest the resolution of the dispute by another adequate method of conflict resolution.

### **Article 26 – Written Submissions**

26.1 The statement of claim shall be submitted in the time limit agreed upon by the parties or, in case there is no time limit, in the period defined by the arbitral tribunal.

26.2 Except as agreed or determined otherwise, the parties shall submit their statement of claim at the same time, within 30 (thirty) days from the meeting for the signing of the terms of reference, and their respective responses within 30 (thirty) days.

26.3 Replies and rejoinders may be submitted at the discretion of the parties and the arbitral tribunal in the form and terms provided for in the foregoing Article.

### **Article 27 – Production of Evidence**

27.1 It shall be up to the arbitral tribunal to accept and determine the evidence considered useful, necessary and proper, as it sees fit for the particular case.

### **Article 28 – Closing Statements**

28.1 After the closing of the evidentiary stage, the arbitral tribunal shall grant the parties 30 (thirty) days to present their closing statements.

## CHAPTER XI - ARBITRAL AWARD

### Article 29 – Time limit for rendering the award

29.1 The arbitral tribunal shall render an arbitral award within 60 (sixty) days after the arbitrators have received the closing statements submitted by the parties (or notice of the expiration of the referred period), except if another period is established in the terms of reference or is agreed between the parties.

29.2 The time limit provided for in the foregoing Article can be extended for up to 60 (sixty) days, at the discretion of the president of the arbitral tribunal.

### Article 30 – Arbitral Award

30.1 The arbitral award may be partial or final.

30.2 The arbitral award is issued in a written document and shall not be based on the absence of any party.

30.3 Where there is a three-person tribunal, the arbitral award shall be issued by consensus whenever possible and, if this is not viable, by a majority vote, with each arbitrator, including the president of the arbitral tribunal, having one vote. Failing a majority opinion, the vote of the president of the arbitral tribunal shall prevail.

30.4 The arbitral award shall be reduced to writing by the president of the arbitral tribunal and signed by all the arbitrators. If one or more of the arbitrators do not sign the award, it will fall upon the president of the arbitral tribunal to state that fact.

30.5 An arbitrator who dissents from the majority can explain his or her dissenting vote, which shall be included in the arbitration award.

30.6 The arbitral award must contain:

- (a) The facts, with the parties' names and a summary of the dispute;
- (b) The reasons for the decision, which shall address both questions of fact and of law, with an express statement that it was issued *ex aequo et bono*, when that is the case;
- (c) The order, with all the specifications and time assigned for compliance, when appropriate;
- (d) The day, month and year on which it was issued and the seat of the arbitration.

30.7 The award shall also contain, where appropriate, the parties' liability for the administrative costs and attorneys' fees, also observing that which was agreed by the parties.

30.7.1 The arbitral tribunal shall take into consideration the result of the arbitral proceedings, the complexity of the matter, the actions of the attorneys and the behavior of the parties, under the dispositions of Article 25.1, as well as their counsel, in order to determine reimbursement amounts and proportion.

30.8 The arbitral award shall be considered issued at the seat of arbitration.

30.9 Subject to the mandatory applicable regulations, except where agreed or determined otherwise, the arbitral award may be signed electronically and/or have separately signed pages that are later joined into a single document.

30.10 The president of the arbitral tribunal shall forward the award to the secretariat of the CAM-CCBC which, after the full payment of the costs, shall notify the parties.

30.11 With the final arbitral award having been issued and notified to the parties, the arbitration is then completed, except in case of request for clarifications as provided for in Article 31, in which case the jurisdiction shall be extended until the respective ruling.

### **Article 31 – Clarification of the Award**

31.1 The parties may, within 15 (fifteen) days after receiving the arbitral award, request clarification on any contradiction, omission or obscurity, by means of a request to the arbitral tribunal.

31.2 The arbitral tribunal may allow the other parties to comment on the request for clarification submitted within 15 (fifteen) days, if no other time limit has been agreed between the parties.

31.3. The arbitral tribunal shall decide within 15 (fifteen) days after receiving the request for clarification, the comments from the counterparty or after the end of the time limit to present comments, whatever is last.

### **Article 32 – Consent Award**

32.1 If the parties come to a settlement during the arbitral proceedings, ending the dispute, the arbitral tribunal, at the request of the parties, may record the settlement on a consent award.

### **Article 33 – Compliance with the Arbitral Award**

33.1 The parties are obliged to comply with the arbitral award as issued, in the manner and by the time provided for in it, and if they do not do so the losing party shall be liable for the harm caused to the prevailing party.

## **CHAPTER XII – COSTS**

### **Article 34 – Schedule of Costs**

34.1 The CAM-CCBC shall have its Schedule of Costs, whose amounts and guidelines may be amended from time to time by the Presidency of the CAM-CCBC.

34.2 The Schedule of Costs shall provide for the form and time of advance payments , payment of fees and reimbursement of expenses and other matters.

34.3 Compliance with the provisions of the Schedule of Costs is mandatory to parties, arbitrators, experts, secretaries of the arbitral tribunal and other participants in the proceedings.

34.4 Administration fees and arbitrator fees are due and must be advanced before the CAM-CCBC by the claiming party as of the date of filing the request for arbitration and, for the responding party, as of the date of notice.

34.5 The special committee provided for in Article 14.2 of these Rules shall only be constituted after payment of the amounts determined in the Schedule of Costs. Unless there is an express specific provision to the contrary, the special committee fees must be advanced by the party that presented the challenge.

### **Article 35 – Default on costs**

35.1 In case there is no advance payment of the administration fee, arbitrator and expert fees or any other arbitration expenses within the period provided for in the Schedule of Costs, or those indicated by the secretariat of the CAM- CCBC, one party shall be allowed to make the due payments in the name of the other one, within the period established by the secretariat of the CAM-CCBC.

35.2 In case payment is made by the other party, the secretariat of the CAM-CCBC shall notify the parties and the arbitral tribunal, case in which the latter shall dismiss the defaulting party's claims, if any.

35.3 In case none of the parties is willing to pay, the proceedings shall be stayed.

35.4 Once the proceedings have been stayed for thirty (30) days for lack of payment, without either of the parties provisioning the funds, the proceedings can be terminated, without prejudice to the right of the parties to file a new request for arbitration seeking resolution of the dispute, after the outstanding amounts are paid.

35.5 Regardless of the provisions in Articles 34.1 and 34.4 of these Rules, the arbitrators can demand payment, in court or out of it, of the arbitrators' fees and the CAM-CCBC, of the administrative fees or expenses, which shall

be considered certain and liquid credit, and can collect them through judicial execution, together with interest and inflation adjustment.

35.6 The parties authorize the terms of reference and other necessary documents in the proceedings to be produced in court in case of collection or judicial execution of the administrative fees, arbitrators' fees or expenses without that incurring in breach of confidentiality on the part of the CAM-CCBC or the arbitrators.

## **CHAPTER XIII - EXPEDITED ARBITRATION PROCEDURE**

### **Article 36 – Submission to Expedited Procedure**

36.1 The expedited procedure is a faster option to resolve disputes by arbitration and apply only to proceedings that involve amounts that do not exceed those established in the Schedule of Costs.

36.2 The rules on expedited procedure are not applicable in case the parties agree to reject its application.

36.3 Before the constitution of the arbitral tribunal, the Presidency of the CAM-CCBC, at its discretion or at the request of one of the parties, may reject the application of expedited procedure.

36.4 The Presidency of the CAM-CCBC shall analyze the possibility of expedited procedure, instituted administratively, taking into consideration its complexity and other relevant circumstances.

36.5 The decisions rendered by the Presidency of the CAM-CCBC are subject to the arbitral tribunal's ratification.

36.6 In case of withdrawal of the application for expedited procedure, the arbitral tribunal shall continue with its duties.

36.7 The costs of expedited procedure shall be lower, as provided for in a specific chapter of the Schedule of Costs.

36.8 In case the amount in dispute is recalculated, exceeding the limit, the proceedings shall continue being conducted in accordance with the expedited procedure, except if otherwise agreed between the parties or determined by the Presidency of the CAM-CCBC or the arbitral tribunal, in case it has already been constituted. In this case, the amount provided for under "Main Costs" on the Schedule of Costs must be paid.

### **Article 37 – Expedited Procedure**

37.1 The other dispositions of the Rules shall apply to arbitrations subject to the expedited procedure.

37.2 After the expiration of the time limit under Article 8.1 of the Rules, the secretariat of the CAM-CCBC, meeting the requirements provided for in



Article 37.1, shall notify the parties on the application of the expedited procedure to the case.

37.3 The time limits provided for in the Rules may be reduced by the secretariat of the CAM-CCBC until the constitution of the arbitral tribunal, aiming to speed up the proceedings.

37.4 All communications, notices or subpoenas, as well as filings of any submissions, rulings or documents shall be made exclusively electronically.

37.5 The expedited procedure, except if agreed otherwise, shall be conducted and ruled by a sole arbitrator, appointed as provided for in these Rules.

37.6 In case the arbitration agreement foresees expedited proceedings conducted by three arbitrators, the secretariat of the CAM-CCBC shall invite the parties to agree to the appointment of a sole arbitrator. In case there is no such agreement, the arbitral tribunal shall be constituted as agreed between the parties.

37.7 The special committee provided for in Article 14.2 of the Rules shall be composed of 1 (one) member of the List of Arbitrators appointed by the Presidency of the CAM-CCBC.

37.8 After the commencement of the arbitration as provided for in Article 16.2 of these Rules, the secretariat of the CAM-CCBC shall notify the parties and arbitrators to sign the terms of reference within 15 (fifteen) days.

37.9 For the sake of the celerity of the expedited procedure, the arbitral tribunal shall consider:

- a) restricting the number, length and scope of the written submissions; and
- b) deciding, having heard the parties, that the proceedings shall be conducted based on documental evidence only, possibly rejecting the production of other evidence.

37.10 The hearing, in case the arbitral tribunal authorizes it, shall preferably be held remotely, through videoconferencing or any other telematic communication media.

37.11 The proceedings shall not last longer than 10 (ten) months from the signing of the terms of reference to the start of the time limit to render the final award.

37.12 In case the proceedings exceed 10 (ten) months, they shall be conducted as expedited proceedings, except if otherwise agreed between the parties or determined by the arbitral tribunal. In this case, the amounts provided for under "Main Costs" on the Schedule of Costs must be paid.

37.13 The arbitral award shall be rendered within 30 (thirty) days from the receipt by the arbitrators of the closing statements, with possibility of extension of the time limit for 30 (thirty) days further.

## **CHAPTER XIV – GENERAL PROVISIONS**

### **Article 38 – Interpretation**

38.1 The arbitrators shall interpret and apply the present Rules to the extent of their powers and duties.

38.2 The arbitrators may consult with the Presidency of the CAM-CCBC on the interpretation of the dispositions of these Rules.

38.3 The Code of Ethics of the CAM-CCBC is part of these Rules for all legal purposes, regulating as a secondary source the interpretation of the dispositions of these Rules.

### **Article 39 – Confidentiality**

39.1 The arbitration shall be confidential, except in the cases provided for in the law, as otherwise agreed between the parties or in case of need to protect the right of one of the parties involved in the arbitration.

39.2 The parties authorize the publication of excerpts of the award, without mentioning or identifying the parties. For the publication of the award in its entirety, the CAM-CCBC shall first ask for the parties' agreement, except if the arbitration is defined as non-confidential in the terms of reference.

39.3 The members of the CAM-CCBC, the arbitrators, the experts, the parties and other participants are prohibited from disclosing any information they have access to in virtue of their duty or participation in the arbitral proceedings.

### **Article 40 – Secretariat support after the termination of the arbitration and recordkeeping**

40.1 The CAM-CCBC shall provide, at the written request of the parties or the arbitrators (and only to them), copies of the documents regarding the arbitral proceedings.

40.2 The records of the arbitral proceedings shall remain physically filed for 6 (six) months, in case the arbitration has been conducted physically, and electronically at the CAM-CCBC for 5 (five) years as of the end of the arbitration, being up to the interested party to request, within the referred period and at its own expenses, copies of the records and documents of interest. After these periods, all documents can be destroyed, regardless of previous authorization of the parties.

## **Article 41 – Processing personal data**

41.1 The parties, their legal representatives, the arbitrators and the other participants acknowledge that the collection, use, processing, transference and storage of personal data are necessary for the continuation of the arbitral proceedings and that, when strictly necessary, may be included in notices, decisions and other documents.

41.2 The arbitral tribunal and the parties must ensure that the applicable legislation on data protection is complied with for purposes of the correct development of the arbitral proceeding.

41.3 In case of suspected or confirmed personal data breach in the context of the arbitral process, the CAM-CCBC and other participants shall be immediately informed, in order for the competent authority to be duly notified.

41.4 After the arbitration ends, the personal data processed during the proceedings shall be stored for as long as they are necessary for the regular exercise of rights, including from the CAM-CCBC, and for compliance with a legal obligation and, subsequently, shall be subject to anonymization or disposal.

## **Article 42 – Administrative decisions and accountability**

42.1 No arbitrator, the CAM-CCBC or any person connected with the CAM-CCBC shall be held accountable for any acts, facts or omissions related to the arbitration.

42.2 Under the applicable law, the parties waive the right to challenge the administrative decisions made by the CAM-CCBC before judicial authorities.

## **Article 43 – Entry into force**

43.1 The present Rules, approved by the CAM-CCBC Advisory Board on [to be confirmed], shall enter into force on [January 1st, 2022].

43.2 Except otherwise agreed by the parties, the Rules effective on the date of the filing of the request for arbitration, set out in Article 7.1, shall apply.

43.3 The parties may agree that these Rules shall apply to arbitrations filed before [January 1st, 2022], but whose terms of reference come to be signed after the entry into force of the present Rules.