



CHAMBRE  
DE MÉDIATION,  
DE CONCILIATION,  
ET D'ARBITRAGE  
D'OCCITANIE

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# RULES OF ARBITRATION

**CHAMBER OF MEDIATION, CONCILIATION, AND  
ARBITRATION OF OCCITANIE**

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# PART 1

# ORDINARY ARBITRATION PROCEDURE

## **PREAMBLE.**

The modalities of arbitration are governed by the present Rules, which are applicable to all proceedings initiated after October 1st, 2022.

Appointed arbitrators shall respect the Code of Ethics provided by the Chamber.

The arbitration procedure, which is the subject of these Rules, is by nature confidential.

The ordinary arbitration procedure is applicable to all disputes unless the parties agree on the application of another.

The arbitration proceedings shall be made in writing.

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## **ARTICLE 1. DEFINITIONS**

1. In the Rules:

- (i) “administrative fees” refers to fees collected by the Chamber to organise arbitration;
- (ii) “Arbitral Tribunal” includes one (sole arbitrator) or more arbitrators;
- (iii) “Arbitration Committee” refers to the collegial body responsible for implementing the arbitration proceedings - its members are the President of the Chamber, the Secretary, the Treasurer, and the Vice President in charge of the Rules;
- (iv) “arbitration fees” refers to arbitrator’s fees and administrative fees.
- (v) “arbitrator’s fees” refers to the arbitrator’s remuneration. The Arbitration Committee determines the advance on arbitrator’s fees when drawing up the Terms of Reference. Liquidation of the fees takes place at the time of the rendering of the award;
- (vi) “award” includes, inter alia, an interim, partial, final, or additional award;
- (vii) “Chamber” refers to the Chamber of Mediation, Conciliation, and Arbitration of Occitanie (CMCAO);
- (viii) “claimant”, “respondent” and “third-party” refer respectively to one or more claimants, respondents or third-parties;

- (ix) “debate” includes written communications between the parties and their representatives during the arbitration proceedings, as well as eventual pleadings;
- (x) “order” refers to a decision ruling on a provisional or protective measure, without deciding a substantive issue;
- (xi) “party” or “parties” includes claimants, respondents, or additional parties;
- (xii) “registration fee” refers to the sum to pay for a request for arbitration to be registered;
- (xiii) “request” or “requests” includes any request from a party;
- (xiv) “Secretariat” refers to the Chamber’s Secretariat;
- (xv) “Terms of Reference” refers to the act that defines the arbitration proceedings, in accordance with Article 20 of the present Rules;
- (xvi) “third-party to the arbitration convention” refers to a third-party who is not affected by the arbitration convention;
- (xvii) “third-party to the arbitration proceedings” refers to a third-party who is part of the arbitration agreement but who is a third-party to the initiated arbitration proceedings.

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## ARTICLE 2. THE REFERRAL TO THE CHAMBER

1. The notice of arbitration shall be sent to the Chamber via registered mail, return receipt requested, at the Secretariat: 10, Boulevard d’Arcole – 31 000 TOULOUSE. It shall be sent either conjointly by the parties or by the more diligent party.
2. Referral to the Chamber shall be permitted by the arbitration agreement.
3. The parties expressly undertake, in, or subsequent to, the arbitration clause or agreement, to submit their dispute to institutional arbitration, expressly stipulating their willingness to apply the Chamber's Rules, the place and language of arbitration, as well as applicable law.

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## ARTICLE 3. REQUEST FOR ARBITRATION

1. The request for arbitration is admissible only if it is formulated by virtue of the arbitration clause or the arbitration agreement mentioning the intervention of the Chamber.
2. In all cases, the referral to the Chamber automatically entails the application of the provisions of its Rules.
3. Request for arbitration shall be submitted in as many copies as the number of parties and arbitrators. A copy shall also be provided to the Chamber.
4. In order to successfully register the request of arbitration, the claimant shall pay the registration fees, amounting to five hundred euros (500 euros). Registration fees are additional to administrative fees.
5. When the request for arbitration is in conformity with the provisions of Articles 3 to 5, and when registration fees have been paid, the Secretariat registers the request. The request, once registered, interrupts the limitation periods.

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#### **ARTICLE 4. REQUEST FOR ARBITRATION PURSUANT TO AN ARBITRATION AGREEMENT**

1. The request for arbitration can be made pursuant to an agreement, after a dispute has developed. The arbitration request form is attached in Appendix 5.
2. In accordance with 3.4, the request pursuant to an agreement shall be joined by the payment of registration fees.
3. The request for arbitration pursuant to an arbitration agreement shall be made in writing and is only valid when it meets the requirements of Articles 3 and 4 of these Rules.

4. After registration of the request, the Secretariat refers to the Arbitration Committee.

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## **ARTICLE 5. REQUEST FOR ARBITRATION PURSUANT TO AN ARBITRATION CLAUSE**

1. The request for arbitration can be made pursuant to an arbitration clause. The arbitration request form is attached in Appendix 5.
2. In accordance with 3.4, the request pursuant to an arbitration clause shall be joined by the payment of registration fees.
3. The request for arbitration pursuant to an arbitration clause shall be made in writing and is only valid when it meets the requirements of Articles 3 and 5 of these Rules.

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## **ARTICLE 6. ANSWER TO THE REQUEST PURSUANT TO AN ARBITRATION CLAUSE**

1. Upon registration, the Secretariat has 15 days to notify the other party of the request.
2. Within 30 days from the notification of the request, the respondent shall submit an answer to the claimant and Secretariat.
3. In his answer, the respondent can make counterclaims.
4. The answer to the request form is attached in Appendix 6.
5. Upon its receipt by the Secretariat or 8 days after the deadline to answer has expired, the Secretariat shall submit the arbitration file to the Arbitration Committee and notify the claimant.

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## **ARTICLE 7. CONTRADICTORY ARBITRATION AGREEMENTS**



1. In case of contradiction in different arbitration conventions regarding the attribution of jurisdiction, choice shall be left to the parties.
2. In case of a lack of agreement between the parties, the oldest arbitral institution shall prevail and shall stay in charge of the administration of the proceedings.

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## ARTICLE 8. CONSTITUTION OF THE ARBITRAL TRIBUNAL

1. The Arbitration Committee is referred to in accordance with Article 4.4 in the event of an arbitration agreement or in accordance with Article 6.3 in the event of an arbitration clause.
2. The Arbitration Committee nominates the Arbitral Tribunal, following the choices of the parties.
3. In case of multiple arbitrators, when a party does not nominate an arbitrator, the Arbitration Committee shall appoint one *ex officio*. However, the Arbitration Committee shall not nominate one of its members.
4. Upon its registration, the arbitrator appointed by the Arbitration Committee shall accept or refuse his nomination within 7 days. Acceptation or refusal shall be made in writing.
5. Appointed arbitrators shall nominate the president of the Arbitral Tribunal.
6. The Arbitral Tribunal is constituted when all the appointed arbitrators have accepted their mission.

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## ARTICLE 9. REFUSAL OF APPOINTMENT

1. An arbitrator may refuse his appointment. The refusal shall be notified to the Secretariat, who, in turn, shall advise the parties within 8 days. Parties, or the Arbitration Committee, shall then nominate a new arbitrator.
2. The arbitration period shall be suspended until the new arbitrator accepts his mission, in accordance with the requirements of Article 8.4.
3. Lack of an answer from an arbitrator amounts to a refusal.

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## **ARTICLE 10. REFERRAL TO THE ARBITRAL TRIBUNAL**

1. Referral to the Arbitral Tribunal takes effect after the establishment of the Terms of Reference, once the parties have paid the advance on fees.
2. The arbitration period begins when the Arbitral Tribunal is referred to the dispute.
3. In case of refusal or failure from one of the parties to pay their dues, the other party may pay on their behalf.

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## **ARTICLE 11. INDEPENDENCE AND IMPARTIALITY OF THE ARBITRATOR**

1. The arbitrator shall act independently and impartially throughout the proceedings, as well as respect the Chamber's Code of Ethics, annexed to these Rules.
2. When an arbitrator accepts his nomination, he shall complete the slip provided by the Secretariat where he joins his declaration of independence and impartiality.
3. In his declaration, the arbitrator shall disclose all the facts or circumstances that could affect an objective or subjective independence and impartiality. The Arbitration Committee shall notify the parties of all the disclosed circumstances. If any circumstance may affect the arbitrator's independence or impartiality, he shall only accept the mission with the unanimous agreement of the parties.

4. The obligation of disclosure is imposed on the arbitrator throughout the proceedings, until the rendering of the award.

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## **ARTICLE 12. THE REPLACEMENT OF AN ARBITRATOR**

1. In the event of death, failure, impediment, refusal or withdrawal of one of the arbitrators during the proceedings, the Arbitration Committee shall provide for his replacement within 8 days upon the awareness of the event.
2. There shall be a replacement at the initiative of the Arbitration Committee when it is found that an arbitrator is unable to fulfil his mission, or that the arbitrator does not fulfil his mission in accordance with the Rules, the Code of Ethics or within the time limits set.
3. Replacement of an arbitrator shall be made in accordance with the provisions of Article 8 of these Rules.
4. Replacement suspends the arbitration deadlines, from the knowledge of the event to the acceptance of the mission by the newly nominated arbitrator.

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## **ARTICLE 13. THE CHALLENGE OF AN ARBITRATOR**

1. The challenge of an arbitrator, based on an allegation of lack of impartiality or independence or on any other ground, shall be submitted to the Secretariat in a written statement specifying the facts and circumstances on which the challenge is based.
2. For a challenge to be admissible, it shall be submitted by a party either within 30 days from receipt of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date the party submitting 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 challenge shall be notified to the Secretariat and the parties by registered letter with acknowledgement of receipt or by any means of communication providing proof of sending.

3. The challenge of an arbitrator suspends the arbitration deadlines, from the day of its introduction to the day after the Arbitration Committee notifies the parties of its decision.
4. If the challenge is accepted, the parties and the Arbitration Committee shall proceed to appoint a new arbitrator in accordance with Article 8 of these Rules.

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#### **ARTICLE 14. APPOINTMENT OF AN ADMINISTRATIVE SECRETARY TO THE ARBITRAL TRIBUNAL**

1. An administrative secretary may provide useful services to the parties and Arbitral Tribunal, whether composed of a sole arbitrator or multiple arbitrators. An administrative secretary can be appointed at any time during arbitration.
2. There is no formal process for the appointment of an administrative secretary. However, upon the proposal of the Arbitral Tribunal, the appointment shall be subject to the choices of the parties: if one of the parties opposes it, the appointment shall fail.
3. An administrative secretary shall satisfy the same independence and impartiality requirements as those which apply to arbitrators under the Rules. He shall therefore fill in a declaration of independence and impartiality as well as an acceptance slip stating that he undertakes to act in accordance with the Rules. The Arbitral Tribunal shall, in turn, undertake to ensure that the administrative secretary shall comply with these obligations.
4. Under no circumstances may an Arbitral Tribunal delegate its decision-making functions to an administrative secretary or rely on an administrative secretary to perform on its behalf any of the essential duties of an arbitrator. The Arbitral

Tribunal shall remain under the obligation to personally carry out an examination of the file and to draw up a draft award itself.

5. With the exception of the administrative secretary's justified reasonable expenses during hearings or meetings, the engagement of an administrative secretary shall not pose any additional financial burden on the parties.

Since the arbitrators' fees are calculated on the basis of the amount in dispute, any remuneration due to the administrative secretary is deemed to be included in the fees.

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## ARTICLE 15. FUNCTIONS OF THE ADMINISTRATIVE SECRETARY

1. An administrative secretary shall act upon the Arbitral Tribunal's instructions and under its strict and continuous supervision. At all times, the Arbitral Tribunal shall be responsible for the administrative secretary's conduct during the arbitration.
2. An administrative secretary may perform organisational and administrative tasks such as:
  - transmitting documents and communications on behalf of the Arbitral Tribunal;
  - organising and maintaining the Arbitral Tribunal's file and locating documents;
  - organising hearings and meetings;
  - drafting correspondence to the parties and sending it on behalf of the Arbitral Tribunal;
  - preparing for the Arbitral Tribunal's review drafts of procedural orders as well as factual portions of an award, provided that such are subsequently reviewed by the Arbitral Tribunal;
  - attending hearings, meetings and deliberations;
  - taking notes or minutes or keeping time;
  - conducting legal or similar research; and

- proof-reading and checking citations, dates and cross-references in procedural orders and awards, as well as correcting typographical, grammatical or calculation errors.

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## ARTICLE 16. NOTIFICATIONS AND COMMUNICATIONS

1. The memorandums, the exchanges and the documents presented by the parties shall be submitted in as many copies as there are parties and arbitrators. A copy shall also be provided to the Chamber.
2. After referral to the Arbitration Committee, all correspondence with the Chamber shall be carried out at its electronic address: [cmcao@cmcao.fr](mailto:cmcao@cmcao.fr)
3. All notifications and communications from the Secretariat and the Arbitral Tribunal shall be made to the party's last address or its representative's, as communicated by the concerned party or by any other party. Any change of address shall be communicated without delay to the Secretariat.
4. Notification or communication shall be made against receipt, registered letter, courier service, email or by any other means of communication providing proof of sending.
5. Notification or communication is considered to have been made on the date of its receipt by the party or his representative, or on the date on which it should have been received if it was made in accordance with paragraphs 3 and 4 of this Article.

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## ARTICLE 17. THE COMMITMENTS OF THE PARTIES TO THE ARBITRATION

1. Parties shall respect the provisions of the Code of Ethics. They undertake to act in good faith.

2. Parties undertake to not exert any pressure or influence, whether direct or indirect, on the Arbitral Tribunal.
3. Parties shall respect the principle of contradiction. The parties shall exchange any information necessary, their memorandums, and any documents they intend to use.

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## **ARTICLE 18. THE COMMITMENTS OF THE ARBITRATOR TO THE ARBITRATION**

1. Arbitrators shall respect the provisions of the Code of Ethics. They undertake to act swiftly and in good faith.
2. An arbitrator who has accepted a mission shall pursue it until its completion unless there is a legitimate reason to justify it.
3. The Arbitral Tribunal shall ensure to respect the principle of contradiction. The Arbitral Tribunal may dismiss from hearings any documents that have not been properly communicated to the parties or not communicated within schedule.

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## **ARTICLE 19. ARBITRATOR'S CONTRACT**

1. The arbitrator's contract formalises the relationship between the arbitrator and the parties. It sets out the rights and obligations of the arbitrator.
2. Every arbitrator shall sign an arbitrator's contract with the parties.
3. The arbitrator's contract shall be established upon acceptance of the nomination of the arbitrator(s) and before establishing the Terms of Reference.
4. A specific arbitrator's contract is provided for in the context of an emergency arbitration procedure.

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## **ARTICLE 20. TERMS OF REFERENCE**

1. The procedure shall begin with a hearing dedicated to the establishment of the Terms of Reference. This document contains the course of the proceedings.
2. In the case of an arbitration pursuant to an arbitration agreement, the terms of the agreement are included in the Terms of Reference. Any modification to the terms of the agreement requires the unanimous agreement of the parties.
3. In the case of an arbitration pursuant to an arbitration clause, the Arbitral Tribunal establishes the Terms of Reference in accordance with the request and answer for arbitration. The parties may complete their requests and answers during this meeting.
4. In the case of silence of the arbitration convention, the Arbitral Tribunal shall decide the best proceedings according to the nature of the dispute. The Arbitral Tribunal shall inform its decision to the parties.
5. If a party refuses to lend its support to the establishment of the Terms of Reference, or if it refuses to sign it, it does not, in any way, prevent the continuation of the proceedings.

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## **ARTICLE 21. COMPETENCE OF THE ARBITRAL TRIBUNAL**

1. The Arbitral Tribunal shall have sole jurisdiction to rule on questions relating to its jurisdiction and the validity of its referral.
2. The objection of jurisdiction shall be raised before the submission of the first substantive defence, otherwise it shall be found inadmissible.
3. The party who, without reasonable cause, does not raise any procedural irregularity shall be deemed to have waived its right to object.

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## **ARTICLE 22. PLACE AND LANGUAGE OF ARBITRATION**



1. Unless otherwise agreed by the parties, the arbitration shall take place at the Secretariat: 10, boulevard d'Arcole – 31000 TOULOUSE. If deemed necessary, the Arbitral Tribunal may conduct meetings or hearings in another place.
2. The language of the arbitration shall be chosen by the parties. Otherwise, the Arbitral Tribunal shall decide the language based on the characteristics of the dispute. As long as the language is still undetermined, the French language shall be used for communications.

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#### **ARTICLE 23. ASSISTANCE AND REPRESENTATION**

1. Each party may be represented by any person of their choice.
2. Either the Arbitral Tribunal or the Secretariat may, at any moment, ask the party's representative to disclose evidence of the mandate of representation.

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#### **ARTICLE 24. NON-PARTICIPATION**

1. If one of the parties refuses to or does not participate in the arbitration or in one of its proceedings, the arbitration shall continue notwithstanding such non-participation and shall remain contradictory.

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#### **ARTICLE 25. CONSERVATORY AND INTERIM MEASURES**

1. Parties may, before or after the constitution of the Arbitral Tribunal, initiate an emergency procedure pursuant to Part 3 of these Rules.

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#### **ARTICLE 26. RULES APPLICABLE IN SUBSTANCE**

1. The parties shall decide the rules of law applicable to the dispute by the Arbitral Tribunal

2. Parties may choose to resort to an amiable compositeur.
3. If none of the parties expresses an opinion regarding the law applicable to the substance of the dispute, the Arbitral Tribunal shall apply the law that it deems most appropriate.

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## ARTICLE 27. THE DIFFERENT POWERS OF THE ARBITRAL TRIBUNAL

1. The Arbitral Tribunal may:
  - (i) render pre-trial awards;
  - (ii) render provisional decisions or partial awards;
  - (iii) order, either *ex officio* or at the request of one of the parties, expert opinions or any investigatory measure that is deemed necessary and set their conditions and deadlines.
2. Any difficulty during the proceedings conducted by the expert that has not been settled by said expert or the parties shall be submitted to the Arbitral Tribunal.

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## ARTICLE 28. HEARING OF THE CASE

1. As soon as possible, the Arbitral Tribunal shall proceed to the establishment of the facts of the case by all appropriate means.
2. The Arbitral Tribunal may hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence if provided they have been duly summoned.
3. The Arbitral Tribunal, after consulting with the parties, may appoint one or more experts, define their Terms of Reference and receive their reports. At the request of a party, parties shall be given the opportunity to question these experts.

4. At any time during the proceedings, the Arbitral Tribunal may summon any party to provide additional evidence.
5. The Arbitral Tribunal may decide the case solely on the documents submitted by the parties unless a party requests a hearing.

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## ARTICLE 29. HEARINGS

1. A hearing shall be held if any of the parties so requests. Failing such a request, the Arbitral Tribunal may, on its own motion, decide to hear the parties. When a hearing is to be held, the Arbitral Tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed that was decided.
2. The Arbitral Tribunal may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the dispute, that any hearing shall be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.
3. If any of the parties, although duly summoned, fails to appear without valid excuse, the Arbitral Tribunal has the power to proceed with the hearing.
4. The Arbitral Tribunal shall be in charge of the hearings, to which all the parties shall be entitled to be present. Save with the approval of the Arbitral Tribunal and the parties, people not involved in the proceedings shall not be admitted.
5. The parties may appear in person or through duly authorised representatives.

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## ARTICLE 30. CHANGING THE CALENDAR

1. Hearings shall take place at the time agreed in the Terms of Reference.



2. The Arbitral Tribunal may, however, add one or more hearings to the initial program, if deemed necessary.

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## **ARTICLE 31. JUNCTION AND PLURALITY OF CONTRACTS**

1. Junction mechanisms make it possible to bring together all the disputes before the same Arbitral Tribunal and obtain a single award.
2. The Arbitration Committee may, upon request of one of the parties, join in a single arbitration multiple pending arbitrations subject to the Rules:
  - (i) if parties have agreed to the junction, or
  - (ii) if all the claims made in these arbitrations have been made pursuant to the same arbitration convention(s), or
  - (iii) if, when the requests have not been brought under the same convention(s), the arbitrations involve the same parties and relate to disputes arising out of the same legal relationship and if the Arbitration Committee considers the arbitration conventions to be compatible.

Junction request shall be addressed to the Secretariat by registered letter with acknowledgement of receipt.

The Arbitration Committee has 15 days to decide whether or not to grant the junction request.

In deciding on a junction request, the Arbitration Committee shall take into account any circumstances it deems relevant, including the fact that one or more arbitrators have already been confirmed or appointed in several of the arbitrations and, if applicable, whether or not the arbitrators confirmed or appointed are the same.

When arbitrations are joined, they shall be joined in the arbitration that was first introduced, unless all parties agree otherwise.

3. Claims arising out of, or in connection with, multiple contracts may be brought in a single arbitration, whether they have been brought under one or more arbitration conventions that reference these Rules

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## ARTICLE 32. JOINDER OF ADDITIONAL PARTIES

1. Any party to the arbitration may ask the Arbitral Tribunal for the joinder of a third-party. The request for joinder shall be addressed to the Secretariat, which notifies the Arbitral Tribunal.
2. Unanimous agreement from the parties and the joinder is necessary.
3. The request for joinder shall contain the following information:
  - (i) the name and address of the applicant and, if applicable, of his representative;
  - (ii) the subject of the proceedings;
  - (iii) the name and address of the respondent, and, if applicable, of his representative;
  - (iv) the name and address of the third-party, and, if applicable, of his representative;
  - (v) reasons behind the request for joinder;
  - (vi) date and applicant's signature.
4. In case of unanimous agreement from the parties, the Arbitral Tribunal takes note of it and shall communicate it to the Secretariat. The Secretariat notifies the request for joinder to the third-party.

5. Upon receipt of the notification, the third-party shall accept or refuse to joinder within 15 days. A lack of a response is equivalent to a refusal.
6. When a third-party accepts to joinder, he shall recognise the Arbitral Tribunal's jurisdiction.
7. The third-party cannot nominate a new arbitrator, unless the parties have agreed to it and this nomination respects the principle of impartiality.

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### **ARTICLE 33. JOINDER OF ADDITIONAL PARTIES TO PROCEEDINGS**

1. Any party may ask the Arbitral Tribunal for the joinder of a third-party to the proceedings. The request for joinder shall be addressed to the Secretariat, which notifies the Arbitral Tribunal.
2. Unanimous agreement from the parties and the joinder is necessary.
3. The request for joinder shall contain the following information:
  - (i) the name and address of the applicant and, if applicable, of his representative;
  - (ii) the subject of the arbitration proceedings;
  - (iii) the name and address of the respondent, and, if applicable, of his representative;
  - (iv) the name and address of the third-party, and, if applicable, of his representative;
  - (v) reasons behind the request for joinder;
  - (vi) date and applicant's signature.
4. In case of unanimous agreement from the parties, the Arbitral Tribunal takes note of it and shall communicate it to the Secretariat. The Secretariat notifies the request for joinder to the third-party.

5. Upon receipt of the notification, the third-party shall accept or refuse to joinder within 15 days. A lack of a response is equivalent to a refusal.
6. When a third-party accepts to joinder, he shall recognise the Arbitral Tribunal's jurisdiction.
7. The third-party cannot nominate a new arbitrator, unless the parties have agreed to it and this nomination respects the principle of impartiality.

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#### **ARTICLE 34. JOINDER REQUEST FROM A THIRD-PARTY**

1. A third-party may request to joinder the proceedings before the closing of the debates. The request for joinder shall be addressed to the Secretariat.
2. The request for joinder shall contain the following information:
  - (i) the name and address of the third-party and, if applicable, of his representative;
  - (ii) reasons behind the request for joinder;
  - (iii) mentions that he recognises the Arbitral Tribunal's jurisdiction;
  - (iv) payment of registration fees, amounting to five hundred euros (500 euros);
  - (v) date and third-party's signature.
3. Upon receipt of the notification, the Secretariat shall notify the Arbitral Tribunal.
  - a) if the third-party is a contracting party to the arbitration convention, then the Arbitral Tribunal takes note of his intervention and the third-party becomes a party to the proceedings. Unless agreed by the parties and in compliance with the principle of impartiality, he cannot appoint an additional arbitrator.
  - b) if the third-party is not a contracting party to the arbitration convention, a unanimous agreement of the parties is necessary. If the parties unanimously

agree to his intervention, then the third-party becomes a party to the proceedings. Unless agreed by the parties and in compliance with the principle of impartiality, he cannot appoint an additional arbitrator.

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## **ARTICLE 35. WAIVER TO THE RIGHT TO OBJECT**

1. Any party that has, despite knowing of an irregularity, proceeded with the arbitration without raising objections to the non-compliance with any provision of the Rules, any other rule applicable to the procedure, any instruction of the Arbitral Tribunal, or any stipulation contained in the convention relating to the constitution of the Arbitral Tribunal or the conduct of the proceedings, shall be deemed to have waived the right to object.

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## **ARTICLE 36. CLOSING OF THE DEBATES**

1. The date of closing of the debates is fixed in the Terms of Reference.
2. After this date, no claim, plea or document may be submitted unless it is requested or agreed by the Arbitral Tribunal.
3. Following the closing of the debates, the Arbitral Tribunal shall proceed to the deliberation of the dispute.
4. The Arbitral Tribunal may decide to reopen the debates to seek clarification from the parties. A final hearing may be organised.
5. The decision to reopen the proceedings cannot, under any circumstances, be subject to any objection.

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## **ARTICLE 37. DEADLINES**



1. The award shall be rendered within 6 months after the date of the referral to the Arbitral Tribunal.
2. However, the Arbitration Committee may, at the request of the Arbitral Tribunal or the parties, decide to extend the deadline by another three months, renewable only once, unless otherwise agreed by the parties.

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#### **ARTICLE 38. MEDIATION AND CONCILIATION DURING ARBITRATION**

1. Upon the request of one of the parties, the Arbitral Tribunal may suggest to consider mediation or conciliation.
2. Arbitration is suspended during mediation.
3. The Arbitral Tribunal shall define the maximum duration of the mediation.
4. Once the Arbitral Tribunal establishes the failure of mediation, arbitration proceedings resume.
5. Paragraphs 2 to 4 of this Article apply to conciliation.

---

#### **ARTICLE 39. FORM AND CONTENTS OF THE AWARDS**

1. The award shall include:
  - (i) name and address of the arbitrators;
  - (ii) name of the parties;
  - (iii) address of the parties;
  - (iv) the arbitration convention;
  - (v) place of arbitration and places the hearings have been held;
  - (vi) language of the arbitration;
  - (vii) applicable law ;

- (viii) rules of procedure;
- (ix) if applicable, mention of amiable composition;
- (x) summary of the submissions and claims of the parties;
- (xi) the device;
- (xii) motivation;
- (xiii) if the award has been rendered unanimously or at majority;
- (xiv) date and place of the award;
- (xv) signature of all arbitrators, and, if applicable, mention of the absence of any signature.

2. The award liquidates arbitration fees and decides which party is responsible for paying them or in what proportion the arbitration fees shall be shared between the parties.
3. In the case of a plurality of arbitrators, the award is rendered at majority voting. Deliberations and arbitrators' decisions are secret. In the event that an arbitrator refuses to sign, a mention shall be stipulated in the award.
4. In the case of a sole arbitrator and in all international arbitrations, the award shall be subject to review by the Arbitration Committee.

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#### ARTICLE 40. THE END OF THE ARBITRAL TRIBUNAL'S MISSION

1. The mission of the Arbitral Tribunal shall be declared concluded once the award is rendered.
2. The award, once rendered, has the force of *res judicata*.

---

#### ARTICLE 41. EXECUTION OF THE AWARD

1. Unless otherwise agreed by the parties, the award is final and not subject to appeal.

2. Application of the present Rules entails the waiver of the right to object.
3. In international arbitration, the parties agree to waive their right to submit an action to annul the award.
4. An award is binding. By submitting their dispute to the Rules, the parties undertake to execute the award without delay and act in good faith during its execution.
5. The Arbitral Tribunal and the Secretariat shall collaborate with the parties to complete the necessary formalities to which arbitration may give rise.

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#### **ARTICLE 42. NOTIFICATION OF THE AWARD**

1. The Arbitral Tribunal shall communicate the award to the Secretariat.
2. In the 15 days following the rendering of the award, the Secretariat shall notify the parties.
3. In the event of a formal review of the award by the Arbitration Committee, the notification period is extended to 30 days from the date of its delivery.

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#### **ARTICLE 43. MATERIAL ERROR OR OMISSION**

1. The Arbitral Tribunal corrects, *ex officio*, any material, calculation or typographical error likely to affect the award.
2. Any request from one of the parties about the correction of an error referred to in paragraph.1 shall be sent to the Secretariat within 30 days of receipt of the award, in as many copies as provided for in Article 16.1.

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#### **ARTICLE 44. INTERPRETATION OF THE AWARD**

1. Any request from one of the parties about the interpretation of the award shall be sent to the Secretariat within 30 days of receipt of the award, in as many copies as provided for in Article 16.1.
2. The Arbitration Committee refers to the Arbitral Tribunal if said referral is still materially possible.

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#### ARTICLE 45. OMISSION

1. Any request from one of the parties about an additional award, on requests made during the proceedings and on which the Arbitral Tribunal has omitted to rule, shall be addressed to the Secretariat within 30 days of receipt of the award, in as many copies as provided for in Article 14.1.
2. The Arbitration Committee refers to the Arbitral Tribunal. The Arbitral Tribunal gives a 30 days deadline for parties to submit a commentary. Upon expiration of this deadline, the Arbitral Tribunal has 30 days to render a decision.
3. The decision to grant the request shall be rendered in the form of an additional award.
4. The provisions of Articles 38, 40, and 41 of these Rules apply *mutatis mutandis*.
5. The arbitrators shall not be liable towards the parties in case of omission, or any action related to the award, except in case of gross negligence.

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#### ARTICLE 46. ARBITRATION FEES AND ARBITRATOR'S FEES

1. Arbitration fees include administrative fees, arbitrators' fees, and registration fees.

2. Administrative fees are collected by the Chamber to organise arbitration. Registration fees are the sum to pay for a request for arbitration to be registered.
3. Arbitrator's fees are arbitrators' remuneration. The Arbitration Committee shall determine the advance on the arbitrator's fees when drawing up the Terms of Reference. The advance sum may be modified during the proceedings by the Arbitration Committee.
4. A table to calculate the fees of the Arbitral Tribunal and the administration fees is available in Appendix 1 of the Rules.

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#### **ARTICLE 47. PUBLISHING OF THE AWARD**

1. As soon as the Chamber acquires the unanimous consent of the parties and the arbitrator(s), the award may be published.
2. Publication is only possible if neither the names of the parties, nor the name(s) of the arbitrator(s), nor any element allowing the identification of the parties or the arbitrator(s) appear.

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#### **ARTICLE 48. CONFIDENTIALITY**

1. Arbitration and its proceedings are by nature confidential. Every person involved in the arbitration shall respect confidentiality.
2. If an arbitrator fails to comply with the principle of confidentiality, the Chamber shall take disciplinary action.

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#### **ARTICLE 49. LIMITATION OF LIABILITY**

1. The Arbitral Tribunal, the people it nominated, the Arbitration Committee, the Secretariat, the Chamber and its personnel shall not be held liable for any fact, act, or omission relating to arbitration, unless such limitation of liability is against applicable law.
2. An arbitrator shall be found liable in case of violation of the obligations of impartiality and good faith, in case of fraud or serious misconduct or, in case of denial of justice.

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## **ARTICLE 50. APPLICATION AND INTERPRETATION OF THE RULES**

1. Requests for arbitration shall be heard and decided according to the present Rules.
2. The Arbitration Committee has exclusive jurisdiction to interpret these Rules.
3. In the event of contradictions between the different language versions of these Rules, the French version shall prevail over the translated versions.

# PART 2

# SIMPLIFIED ARBITRATION PROCEDURE

## PREAMBLE.

Part 2 of these Rules shall be applicable to simplified arbitration procedures. In this context, the dispute shall be settled by a single arbitrator. The simplified procedure shall be made in writing.

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## ARTICLE 1. GENERAL PROVISIONS

1. The dispute shall be settled by a single arbitrator.
2. The simplified procedure governs the disputes whose value is estimated by the Arbitration Committee to be equal to or less than fifty thousand euros (50 000 euros).
3. The simplified procedure is applicable, on the proposal of the Arbitration Committee with the unanimous agreement of the parties, when the Arbitration Committee estimates the sum of the dispute to be between fifty thousand euros (50 000 euros) and a hundred thousand euros (100 000 euros).
4. The simplified procedure is applicable, on the proposal of the Arbitration Committee with the unanimous agreement of the parties, when the Arbitration Committee estimates that multiple arbitrators are not required to solve the dispute, regardless of the sum of the dispute.
5. The Arbitration Committee may, *ex officio* or at the request of the sole arbitrator before the constitution of the Arbitral Tribunal, decide that the simplified procedure shall not be applicable, due to the nature of the dispute.
6. The fact that the arbitration convention provides for the nomination of multiple arbitrators does not prevent the Arbitration Committee from suggesting to submit



the dispute to a sole arbitrator. Parties must unanimously consent. Otherwise, the ordinary procedure applies.

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## ARTICLE 2. REFFERALS

1. Unless parties have agreed otherwise, and subject to the provisions of these Rules, the following Articles, relating to the ordinary procedure, apply to the simplified procedure:
  - ARTICLE 1. DEFINITIONS
  - ARTICLE 2 ; THE REFERRAL TO THE CHAMBER
  - ARTICLE 3. REQUEST FOR ARBITRATION
  - ARTICLE 4. REQUEST FOR ARBITRATION PURSUANT TO AN ARBITRATION AGREEMENT
  - ARTICLE 5. REQUEST FOR ARBITRATION PURSUANT TO AN ARBITRATION CLAUSE
  - ARTICLE 6 ; ANSWER TO THE REQUEST PURSUANT TO AN ARBITRATION CLAUSE
  - ARTICLE 7. CONTRADICTORY ARBITRATION AGREEMENTS
  - ARTICLE 8. CONSTITUTION OF THE ARBITRAL TRIBUNAL
  - ARTICLE 9. REFUSAL OF APPOINTMENT
  - ARTICLE 10. REFERRAL TO THE ARBITRAL TRIBUNAL
  - ARTICLE 11. INDEPENDENCE AND IMPARTIALITY OF THE ARBITRATOR
  - ARTICLE 12. THE REPLACEMENT OF AN ARBITRATOR
  - ARTICLE 13. THE CHALLENGE OF AN ARBITRATOR
  - ARTICLE 14. APPOINTMENT OF AN ADMINISTRATIVE SECRETARY TO THE ARBITRAL TRIBUNAL
  - ARTICLE 15. FUNCTIONS OF THE ADMINISTRATIVE SECRETARY
  - ARTICLE 16. NOTIFICATIONS AND COMMUNICATIONS
  - ARTICLE 17. THE COMMITMENTS OF THE PARTIES TO THE ARBITRATION
  - ARTICLE 18. THE COMMITMENTS OF THE ARBITRATOR TO THE ARBITRATION
  - ARTICLE 20. TERMS OF REFERENCE

- ARTICLE 21. COMPETENCE OF THE ARBITRAL TRIBUNAL
- ARTICLE 22. PLACE AND LANGUAGE OF ARBITRATION
- ARTICLE 23. ASSISTANCE AND REPRESENTATION
- ARTICLE 24. NON-PARTICIPATION
- ARTICLE 25. CONSERVATORY AND INTERIM MEASURES
- ARTICLE 26. RULES APPLICABLE IN SUBSTANCE
- ARTICLE 27. THE DIFFERENT POWERS OF THE ARBITRAL TRIBUNAL
- ARTICLE 28. HEARING OF THE CASE
- ARTICLE 29. HEARINGS
- ARTICLE 30. CHANGING THE CALENDAR
- ARTICLE 31. JUNCTION AND PLURALITY OF CONTRACTS
- ARTICLE 32. JOINDER OF ADDITIONAL PARTIES
- ARTICLE 33. JOINDER OF ADDITIONAL PARTIES TO PROCEEDINGS
- ARTICLE 34. JOINDER REQUEST FROM A THIRD-PARTY
- ARTICLE 35. WAIVER TO THE RIGHT TO OBJECT
- ARTICLE 36. CLOSING OF THE DEBATES
- ARTICLE 38. MEDIATION AND CONCILIATION DURING ARBITRATION
- ARTICLE 39. FORM AND CONTENTS OF THE AWARD
- ARTICLE 40. THE END OF THE ARBITRAL TRIBUNAL'S MISSION
- ARTICLE 41. EXECUTION OF THE AWARD
- ARTICLE 43. MATERIAL ERROR OR OMISSION
- ARTICLE 44. INTERPRETATION OF THE AWARD
- ARTICLE 45. OMISSION
- ARTICLE 47. PUBLISHING OF THE AWARD
- ARTICLE 48. CONFIDENTIALITY
- ARTICLE 49. LIMITATION OF LIABILITY
- ARTICLE 50. APPLICATION AND INTERPRETATION OF THE RULES

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### ARTICLE 3. PROCEDURE

1. Parties may only submit two memorandums each, unless particular circumstances to the dispute demand otherwise, and upon assessment of the Arbitral Tribunal.

2. The Arbitral Tribunal may, after consulting the parties, decide to rule on the dispute solely on the basis of the documents submitted by the parties.

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#### **ARTICLE 4. DEADLINES**

1. Awards are rendered within 4 months after the date of the referral to the Arbitral Tribunal.
2. However, the Arbitration Committee may, at the request of the Arbitral Tribunal or the parties, decide to extend the deadline by another three months, renewable only once, unless otherwise agreed by the parties.

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#### **ARTICLE 5. PROOFREADING OF THE DRAFT AWARD**

1. No award shall be rendered by a sole arbitrator without having been submitted to the proofreading of the Arbitration Committee.
2. The Arbitration Committee may prescribe changes in form.
3. The Arbitration Committee may, while respecting the Arbitral Tribunal's freedom of decision, draw attention to the points relating to the substance of the dispute.

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#### **ARTICLE 6. NOTIFICATION OF THE AWARD**

1. The Arbitral Tribunal shall communicate the award to the Secretariat.
2. In the 30 days following the rendering of the award, the Secretariat shall notify the parties.

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#### **ARTICLE 7. ARBITRATION FEES AND SOLE ARBITRATOR'S FEES**



1. Arbitration fees include administrative fees, the arbitrator's fees, and registration fees.
2. Administrative fees are collected by the Chamber to organise arbitration. Registration fees are the sum to pay for a request for arbitration to be registered.
3. The arbitrator's fees are the arbitrator's remuneration. The Arbitration Committee shall determine the advance on the arbitrator's fees when drawing up the Terms of Reference. The advance sum may be modified during the proceedings by the Arbitration Committee.
4. A table to calculate the fees of the Arbitral Tribunal and the administration fees of the simplified procedure is available in Appendix 2 of the Rules.

# PART 3

# EMERGENCY ARBITRATION PROCEDURE



## PREAMBULE.

At any moment before the closing of the debates, parties may ask for an emergency arbitration procedure to protect their rights. Emergency arbitration does not definitively settle the dispute. The emergency arbitrator may order conservatory and provisional measures, while taking into account the urgency of the situation and the claimant's chances of success on the substance of the dispute.

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## ARTICLE 1. SUBJECT OF THE EMERGENCY ARBITRATION

1. Any time before the ordinary or simplified constitution of the Arbitral Tribunal, either one of the parties may request conservatory or interim measures.
2. The Rules of emergency arbitration shall only be applied to the signatory parties of the arbitration convention that refers the dispute to these Rules.
3. The emergency procedure provisions cannot be applied if:
  - (i) parties have agreed to exclude the application of said provisions;
  - (ii) parties have agreed in another pre-arbitral procedure to exclude conservatory, interim, or similar measures.
4. Provisions relating to emergency arbitration shall not prevent the parties from requesting the granting of urgent conservatory or interim measures to any competent judicial authority at any time before the submission of a request for this purpose and even afterwards if the circumstances allow it. Referral to a competent judicial authority to obtain such measures shall not violate the arbitration convention and does not constitute a waiver.

---

## ARTICLE 2. EMERGENCY ARBITRATION REQUEST

1. Any party requesting an emergency procedure shall submit a request via registered mail, return receipt requested, at the Secretariat: 10, Boulevard d'Arcole – 31 000 TOULOUSE.
2. The request shall be presented in as many copies as there are parties to the arbitration. A copy shall also be sent to the emergency arbitrator and the Chamber.
3. The other party shall respond within the 3 days following receipt of the request. Lack of response does not, in any way, affect the principle of contradiction of the emergency procedure.
4. The request shall be written in the language of arbitration or in the language of the arbitration convention.
5. The emergency arbitration request form is attached in Appendix 6.
6. The exhibits identified in support of the request shall be provided with the request.

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## ARTICLE 3. NOMINATION OF THE EMERGENCY ARBITRATOR

1. Upon payment of the emergency arbitration fees, the Arbitration Committee shall refer to the emergency arbitrator.
2. The emergency arbitrator shall undertake to conduct himself as an independent and impartial judge during the entire proceedings. He cannot act in representation of one of the parties.

3. Once the emergency arbitrator is nominated, the Arbitration Committee shall give him the arbitration file and shall notify the parties. Upon submission of this arbitration file, all written communication shall be directly addressed to the emergency arbitrator. A copy of these communications shall be provided to the other party and to the Chamber.
4. The emergency arbitrator shall not be appointed as arbitrator in the ordinary or simplified arbitration related to the request.

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#### ARTICLE 4. COMMUNICATIONS

1. After referral to the Arbitration Committee, all correspondence with the Chamber shall be carried out at its electronic address: [cmcao@cmcao.fr](mailto:cmcao@cmcao.fr)
2. All communications from the Chamber, the Arbitral Tribunal, and the emergency arbitrator shall be made to the last address of the party or of its representative, as communicated by the party or by any other party. Any change of address must be communicated without delay to the Chamber.
3. The emergency arbitrator may decide to carry out proceedings via videoconference, phone or any other means of communication.

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#### ARTICLE 5. INDEPENDENCE AND IMPARTIALITY OF THE EMERGENCY ARBITRATOR

1. Before his nomination, the expected emergency arbitrator shall complete the slip provided by the Secretariat where he shall join a declaration of independence and impartiality.
2. The Secretariat shall communicate a copy of the declaration to the parties.

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#### ARTICLE 6. THE CHALLENGE OF THE EMERGENCY ARBITRATOR



1. The challenge of an arbitrator, based on an allegation of lack of impartiality or independence or on any other ground, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based.
2. For a challenge to be admissible, it must be submitted by a party either within 3 days from receipt of the notification of the appointment or confirmation of the arbitrator, or within 3 days from the date the party submitting 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 challenge shall be notified to the Secretariat and the parties by registered letter, with acknowledgement of receipt, or by any means of communication providing proof of sending.
3. The challenge of an emergency arbitrator suspends the arbitration deadlines, from the day of its introduction to the day after notification to the parties of the decision of the Arbitration Committee.
4. The Arbitration Committee shall decide on the challenge after the emergency arbitrator and the other party have been able to present their observations in writing within a reasonable time.
5. If the challenge is accepted, the parties and the Arbitration Committee shall proceed to appoint a new emergency arbitrator in accordance with Article 3 of these Rules.

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## ARTICLE 7. PLACE AND LANGUAGE OF EMERGENCY ARBITRATION

1. Unless agreed otherwise by the parties, the emergency arbitration shall take place at the Secretariat: 10, boulevard d'Arcole – 31000 TOULOUSE.



2. The language of the arbitration shall be French, unless the emergency arbitrator deems it fit to use another language based on the characteristics of the dispute.

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## ARTICLE 8. PROCEDURE OF THE EMERGENCY ARBITRATION

1. Upon submission of the arbitration file, the emergency arbitrator is allowed 2 days to establish the calendar, in accordance with Article 3.4 of these Rules.
2. The emergency arbitrator shall conduct the proceedings the way he deems most appropriate based on the nature and urgency of the request.
3. The emergency arbitrator shall conduct the proceedings in an equal and impartial manner. He shall make sure every party is heard, in respect of the principle of contradiction.

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## ARTICLE 9. DEADLINES

1. The order shall be rendered within 15 days from the date the arbitration file was submitted to the emergency arbitrator. The Arbitration Committee may, at the request of the arbitrator, decide to extend the deadline.

---

## ARTICLE 10. EMERGENCY ARBITRATION ORDER

1. The emergency arbitrator's decision shall take the form of an order. The order shall be made in writing.
2. In this order, the emergency arbitrator shall determine whether the request is admissible and whether the emergency arbitrator has jurisdiction to order emergency measures.
3. The order shall contain the following information:

- (i) the grounds on which the request is based;
  - (ii) the emergency measure(s);
  - (iii) if applicable, the conditions and warranties to which the measures are subject to;
  - (iv) the date;
  - (v) the signature of the emergency arbitrator.
4. The order liquidates arbitration fees and decides which party is responsible for paying them or in what proportion the arbitration fees shall be shared between the parties.
5. The order ceases to bind the parties:
- (i) when the Arbitral Tribunal has rendered the final award relating to the dispute at the origin of the request, or
  - (ii) when the arbitration request has been withdrawn or when arbitration has been terminated before the rendering of the final award.

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#### ARTICLE 11. NOTIFICATION OF THE ORDER

1. The emergency arbitrator shall notify the order to the parties within 24 hours after its delivery.
2. Notification shall be done by any appropriate means.

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#### ARTICLE 12. AMENDMENT OF THE ORDER

1. Within 2 days of notification of the order, a party may submit a reasoned request asking the emergency arbitrator to change or withdraw the order or lift the measures ordered.

2. Within 2 days of notification of the order, a party may submit a reasoned request asking the emergency arbitrator to correct potential material errors or omissions or to interpret the order.

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## ARTICLE 13. EMERGENCY ARBITRATION FEES AND EMERGENCY ARBITRATOR'S FEES

1. Arbitration fees include administrative fees, arbitrator's fees, and registration fees.
2. Administrative fees are collected by the Chamber to organise arbitration. Registration fees are the sum to pay for a request for arbitration to be registered.
3. Arbitrator's fees are the arbitrator's remuneration. The Arbitration Committee shall determine the advance on the emergency arbitrator's fees when drawing up the Terms of Reference. The advance sum may be modified during the proceedings by the Arbitration Committee.
4. If the claimant does not pay the amount redefined by the Arbitration Committee within the time limit determined, the request shall be deemed to have been withdrawn.
5. A table to calculate the fees of the Arbitral Tribunal and the administration fees is available in Appendix 3 of the Rules.

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## ARTICLE 14. LIMITATION OF LIABILITY

1. The Arbitral Tribunal, the people it nominated, the Arbitration Committee, the Secretariat, the Chamber and its personnel shall not be held liable for any fact, act, or omission relating to arbitration, unless such limitation of liability is against applicable law.



2. An arbitrator shall be found liable in case of violation of the obligations of impartiality and good faith, in case of fraud or serious misconduct or, in case of denial of justice.

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#### ARTICLE 15. EMERGENCY ARBITRATOR'S CONTRACT

1. The emergency arbitrator's contract formalises the relationship between the emergency arbitrator and the parties. It sets out the rights and obligations of the emergency arbitrator.

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#### ARTICLE 16. GENERAL RULE

1. The Arbitration Committee shall have the power to decide any question relating to the administration of the emergency arbitration proceedings not expressly provided for in these Rules.

APPENDIX 1. ORDINARY PROCEDURE ARBITRATION FEES

ANNEXE 2. SIMPLIFIED PROCEDURE ARBITRATION FEES

ANNEXE 3. EMERGENCY PROCEDURE ARBITRATION FEES

ANNEXE 4. ARBITRATION CLAUSES

ANNEXE 5. ARBITRATION REQUEST

ANNEXE 6. ANSWER TO ARBITRATION REQUEST

ANNEXE 7. EMERGENCY ARBITRATOR REQUEST



## APPENDIX 1. ORDINARY ARBITRATION FEES

SUM OF THE DISPUTE (€)				ARBITRATOR'S FEES (€)		ADMINISTRATIVE FEES ** (€)
				Minimum	Maximum	
-	-	up to	150.000	4.000	+9.00% of the sum of the dispute	1000
from	150.001	to	600.000	+1.15%*	+7.00%*	+1.60%*
from	600.001	to	1.000.000	+0.90%*	+5.00%*	+1.20%*
from	1.000.001	to	4.500.000	+0.66%*	+2.50%*	+0.45%*
from	4.500.001	to	10.000.000	+0.10%*	+1.20%*	+0.25%*
from	10.000.001	to	30.000.000	+0.051%*	+0.40%*	+0.10%*
from	30.000.001	to	50.000.000	+0.040%*	+0.20%*	+0.01%*
from	50.000.001	to	80.000.000	+0.026%*	+0.12%*	+0.0080%*
from	80.000.001	to	100.000.000	+0.013%*	+0.09%*	+0.0060%*
from	100.000.001	to	500.000.000	+0.0090*	+0.045*	+0.0020%*
above	500.000.000	-	-	+0.0080*	+0.025*	150.000

\* Applicable rates to the amount above each minimum limit of the amount of the dispute

\*\* The registration fee, amounting five hundred euros (500 euros), shall be paid separately from the administrative fees.



## APPENDIX 2. SIMPLIFIED ARBITRATION FEES

SUM OF THE DISPUTE (€)				ARBITRATORS' FEES (€)		ADMINISTRATIVE FEES ** (€)
				Minimum	Maximum	
-	-	up to	5.000	1.000	+9.00% of the sum of the dispute	500
from	5.001	to	10.000	+2.00%*	+9.00%*	+1.20%*
from	10.001	to	20.000	+1.15%*	+10.00%*	+1.25%*
from	20.001	to	35.000	+1.30%*	+10.00%*	+1.35%*
from	35.001	to	50.000	+1.50%*	+11.00%*	+1.45%*
from	50.001	to	75.000	+1.70%*	+12.00%*	+1.60%*
from	75.001	to	50.000.000	+1.90%*	+12.00%*	+1.90%*

Administrative fees package price	500	NC	500
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\* Applicable rates to the amount above each minimum limit of the amount of the dispute

\*\* The registration fee, amounting five hundred euros (500 euros), shall be paid separately from the administrative fees.





### APPENDIX 3. EMERGENCY ARBITRATION FEES

SUM OF THE DISPUTE (€)				EMERGENCY ARBITRATOR'S FEES (€)		ADMINISTRATIVE FEES** (€)
				Minimum	Maximum	
-	-	up to	150.000	2.000	+8.00% of the sum of the dispute	500
from	150.001	to	600.000	+1.15%*	+5.50%*	+1.60%*
from	600.001	to	1.000.000	+0.90%*	+3.00%*	+1.20%*
from	1.000.001	to	4.500.000	+0.66%*	+1.70%*	+0.45%*
from	4.500.001	to	10.000.000	+0.10%*	+0.60%*	+0.25%*
from	10.000.001	to	30.000.000	+0.051%*	+0.20%*	+0.10%*
from	30.000.001	to	50.000.000	+0.040%*	+0.18%*	+0.01%*
from	50.000.001	to	80.000.000	+0.026%*	+0.12%*	+0.0080%*
from	80.000.001	to	100.000.000	+0.013%*	+0.09%*	+0.0060%*
from	100.000.001	to	500.000.000	+0.0090*	+0.045*	+0.0020%*
above	500.000.000	-	-	+0.0080*	+0.025*	120.000

\* Applicable rates to the amount above each minimum limit of the amount of the dispute

\*\* The registration fee, amounting five hundred euros (500 euros), shall be paid separately from the administrative fees.

## APPENDIX 4. ARBITRATION CLAUSES

It is recommended that parties wishing to make reference to the Chamber in their contracts use the standard clause below:

1. All disputes arising out of or in connection with the present contract, in particular, any question relating to its existence, negotiation, validity or termination of this contract, shall be finally settled through arbitration, under the Rules of arbitration of the Chamber of Mediation, Conciliation, and Arbitration of Occitanie (CMCAO) in its [date of Rules] version.
2. The number of arbitrators shall be [indicate number].
3. The legal place of arbitration shall be at the Secretariat of the Chamber, at 10 Boulevard d'Arcole – 31000 TOULOUSE.
4. The language to be used in the arbitration proceedings shall be French.
5. The award shall be rendered at law and the governing law of the contract shall be the substantive law of [...].

If parties wish to exclude the application of one of the Chamber's procedures they must expressly opt out by adding the following wording to the clause below:

- (a) The Expedited Procedure provisions shall not apply; or*
- (b) The Emergency Arbitration Procedure provisions shall not apply.*

If parties wish for the award to not be published, they must expressly add the following wording to the clause below:

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of arbitration of the Chamber of Mediation, Conciliation, and Arbitration of Occitanie by one or more arbitrators appointed in accordance with said Rules. No award or procedural order made in the arbitration shall be published.

Parties shall clearly and precisely draft the arbitration clause to avoid any risk of ambiguity or unclear wording that will cause uncertainty and delay and can hinder or even compromise the dispute resolution process.

Parties are free to adapt the clause to their particular circumstances. The Chamber's Rules of arbitration do not limit the parties' free choice of the place and language of the arbitration or the law governing the contract.



## REQUEST OF ARBITRATION - C.M.C.A.O.

### PART 1. CLAIMANT'S INFORMATION

**Surname:**

**Name(s):**

**Company name:**

**Company  
Registration  
number :**

or equivalent.

**Address(es):**

**Phone(s):**

**Email(s):**

**Profession:**

**Claimant acts**

- ☐ As a representative of the juridical entity.  
☐ As an individual.

### PART 2. CLAIMANT REPRESENTATIVE'S INFORMATION

**Surname:**

**Name(s):**

**Address(es):**

**Phone(s)**

**Email(s):**

**Profession:**

### **PART 3. INFORMATION ON ARBITRATION PROCEDURE**

**Type of arbitration:**

- ☐ Ordinary Procedure
- ☐ Simplified procedure
- ☐ Arbitration-expertise
- ☐ Mediation-Arbitration

**Applying:**

- ☐ an arbitration clause (*to attach*).
- ☐ an arbitration agreement (*to attach*).

**Respondent(s): Name(s) and other contact details:**

**Brief description and summary of the nature and circumstances of the dispute giving rise to the claims:**

**Arbitrator(s)'s name(s) and other contact details:**

#### **PART 4. DOCUMENT SLIP JOINT TO THE REQUEST**

**A party requesting arbitration shall agree to submit to CMCAO's Arbitration Rules and its Ethics Code in effect on the date of their request.**

**Upon payment of the filing fees, CMCAO's Secretariat shall transmit a copy of the Request and the documents annexed to the respondent for its Answer to the Request.**

**Done in:**

**on:**

**Party(ies) Signature(s):**



## ANSWER TO REQUEST OF ARBITRATION - C.M.C.A.O.

### PART 1. RESPONDENT'S INFORMATION

**Surname :**

**Name(s):**

**Company name:**

**Company  
Registration  
number:**

or equivalent.

**Address(es):**

**Phone(s):**

**Email(s):**

**Profession:**

**Respondent acts:**

☐

As a representative of the juridical entity.

☐

As an individual.

### PART 2. RESPONDENT REPRESENTATIVE'S INFORMATION

**Surname:**

**Name(s):**

**Address(es):**

**Phone(s):**

**Email(s):**

**Profession:**

**Brief description and summary of the nature and circumstances of the dispute giving rise to the claims:**

**Answer to claimant's claims and arguments:**



**Counterclaims, if applicable:**

**Arbitrator(s)'s name(s) and other contact details:**

**PART 4. DOCUMENT SLIP JOINT TO THE ANSWER**

**Done in:**

**on:**

**Party(ies) Signature(s):**



## REQUEST OF EMERGENCY ARBITRATOR - C.M.C.A.O.

### PART 1. APPLICANT'S INFORMATION

**Surname:**

**Name(s):**

**Company name:**

**Company  
Registration  
number:**  
or equivalent.

**Address(es):**

**Phone(s) :**

**Email(s) :**

**Profession:**

**Applicant acts:**

- ☐ As a representative of the juridical entity.  
☐ As an individual.

### PART 2. APPLICANT REPRESENTATIVE'S INFORMATION

**Surname:**

**Name(s):**

**Address(es):**

**Phone(s)**

**Email(s):**

**Profession:**

### **PART 3. INFORMATION ON EMERGENCY PROCEDURE**

**Applying:**

- ☐ an arbitration clause (*to attach*).
- ☐ an arbitration agreement (*to attach*).

**Respondent(s): Name(s) and other contact details:**

**Brief summary of facts giving rise to the emergency request:**

**Reasons why the applicant requests emergency measures:**

**PART 4. DOCUMENT SLIP JOINT TO THE REQUEST**

**The party requesting an Emergency Arbitration shall agree to submit to CMCAO's Arbitration Rules and its Ethics Code in effect on the date of their request.**

**Done in:**

**on:**

**Party(ies) Signature(s):**