



English

# Arbitration Rules of the Arbitral Tribunal of the Principality of Andorra

June 2023

**TAPA** 

TRIBUNAL D'ARBITRATGE  
DEL PRINCIPAT D'ANDORRA

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# Preamble

The Arbitral Tribunal of the Principality of Andorra (the "ATPA"), whose founding members are the Andorran Chamber of Commerce, Industry and Services (Cambra de Comerç, Indústria i Serveis d'Andorra: the "CCIS") and the Andorran Bar Association (Col·legi Oficial d'Advocats d'Andorra: the "CADA"), was established in July 2020 to provide the business community of the Principality and of the rest of the world the services of an institution devoted to arbitration.

The aim of the ATPA is to promote domestic and international arbitration and its purpose is to facilitate the dynamic and efficient resolution of disputes between companies or individuals.

Arbitration regulated by the Rules of the ATPA (the "Rules"), which are set out below, is a process culminating with an award made by a neutral arbitral tribunal, which can be enforced under domestic laws as well as under international treaties, first and foremost, the New York Convention of 1958.

The Rules, which are state-of-the-art and allow the parties the greatest possible freedom when it comes to choosing between procedural options, respond perfectly to the needs of economic operators, both within the Principality and worldwide. Unusually, they allow the parties to a dispute the possibility of submitting any documents in Spanish, French or English, without any need for translation.

Recourse to the ATPA ensures that values such as independence, confidentiality and loyalty, which are safeguarded by the diversity of personalities making up the Assembly and the Arbitral Board, will benefit the parties.

The arbitrators, who are freely designated by the parties, are appointed by the Arbitral Board, which is responsible for the proper application of the Rules and must make sure of their impartiality, competence and availability.

Submission to the ATPA, by means of an arbitration agreement, offers the signatories parties the guarantee that their dispute will be dealt with by arbitrators of the highest quality, under conditions of the utmost discretion, at low cost and swiftly.

## Standard arbitration clause

"All disputes arising from or in connection with this Agreement, including any matter regarding the existence, validity, nullity, breach, interpretation, violation or termination thereof, shall be definitively settled by arbitration in accordance with the Arbitration Rules of the Arbitral Tribunal of the Principality of Andorra (ATPA), by one or more arbitrators appointed pursuant to those Rules.

The place of arbitration will be ..., the language of the arbitration will be ... and the applicable rules of law applicable to the merits of the case will be those of..."

## Introduction

The purpose of the Arbitral Tribunal of the Principality of Andorra (the "ATPA"), created by the 13/2018 Act of 31 May 2018, pursuant to the 47/2014 Act of 18 December on Arbitration in the Principality of Andorra, is to administer the resolution of the disputes submitted to it under these Rules.

The governing bodies of the ATPA are the Assembly, represented by its President, and the General Secretariat (the "Secretariat") represented by its General Secretary, whose appointment and powers are set out in the By-laws of the ATPA in Annex I (the "By-laws").

The ATPA also includes an Arbitral Board (the "Arbitral Board") as provided for in the By-laws.

# TITLE I.

## Preliminary provisions

### Article 1. Application of the Rules

**1.1.** These Rules shall apply to any arbitration submitted to the ATPA by means of an arbitration agreement or any other agreement between the parties which is deemed equivalent to an arbitration agreement. The arbitration shall be conducted in accordance with the Rules in force on the day the request for arbitration is received by the Secretariat, unless otherwise agreed by the parties.

These Rules shall govern the arbitral proceedings, except where one of their provisions conflicts with a mandatory provision of the law applicable to the arbitration, in which case the latter provision shall prevail.

**1.2.** Unless the parties agree otherwise in writing, the parties undertake to respect the confidentiality of any awards and orders made during the arbitral proceedings, as well as any documents submitted during the proceedings which are not already in the public domain, except where disclosure by a party is required to comply with a legal obligation to preserve or assert a right or to enforce or appeal against an award before a court.

This undertaking shall also apply to the arbitrators, the experts appointed by the Arbitral Tribunal, the secretary thereof, as well as the members of the Assembly, the Secretariat, the Arbitral Board and the staff of the ATPA, including those of its Secretariat.

### Article 2. Notifications and calculation of time periods

**2.1.** For the purposes of these Rules, any communication shall be regarded as having been notified if it has been delivered to the addressee

at his habitual residence, place of business, chosen domicile, postal or preferably email address. The notification or communication may be effected by any verifiable means and it shall be deemed to have been delivered on the date of its receipt.

**2.2.** Any time period provided for in the Rules shall start to run on the day after the date of receipt of the notification or communication. Public holidays and non-working days are included in the calculation of the periods. Where the last day of the period is a non-working day in the place of residence, place of business or chosen domicile of the addressee, the period shall be extended until the next working day. Where the circumstances justify it, the General Secretary or the Arbitral Tribunal may extend or reduce any time period which he has set or which he has the authority to set or change.

## TITLE II.

# Commencement of arbitration proceedings

### Article 3. Request for arbitration

**3.1.** The party wishing to have recourse to arbitration under these Rules shall submit its request for arbitration (the "Request") to the Secretariat. The date of receipt of the Request by the Secretariat shall, for all relevant purposes, be deemed to be the date of commencement of the arbitral proceedings.

**3.2.** The Request shall include the names, status, postal and email addresses of the parties, a brief summary of the facts, the subject of the request, including an estimate of its monetary value, the proposal of the claimant regarding the number of arbitrators (with the indication of the name and contact details of the arbitrator it wishes to appoint, in case of plurality of arbitrators), the arbitration agreement and, where applicable, any agreement between the parties with regard to the arbitration procedure, as well as any appropriate observations regarding the seat of the arbitration, the applicable rules of law and the language of the arbitration.

**3.3.** The claimant submits the Request signed electronically and its attached documents by email to the Secretariat. No paper copy is needed unless the Secretariat or claimant requires it. In case of paper copy, claimant will provide copies of the Request in sufficient number for each party, each arbitrator and the Secretariat.

**3.4.** To the Request must be added a non-refundable filing fee to cover administrative expenses, in accordance with Annex II ("Costs and fees of the arbitration") of these Rules. The General Secretary may grant an extension to the time limit for payment of that amount, on the expiry of which, if no payment has

been made, the proceedings shall be terminated by a decision of the Arbitral Board, acting on a proposal of the Secretariat. Once this payment has been made, the Secretariat shall send a copy of the Request and the attached documents to the respondent.

### Article 4. Answer to the Request

**4.1.** Within thirty days of the date of notification of the Request, the respondent shall submit an answer to the request (the "Answer") to the Secretariat, which must include its statement of the facts, comments on the Request, proposal with regard to the number of arbitrators (with the indication of the name and contact details of the arbitrator it wishes to appoint, in case of plurality of arbitrators) and, where applicable, any agreement between the parties with regard to the arbitration procedure, as well as any appropriate observations regarding the seat of the arbitration, the applicable rules of law and the language of the arbitration.

The Answer and its attached documents shall be submitted to the Secretariat following to the provisions of article 3.3, applicable by analogy.

**4.2.** The General Secretary may extend the time limit for answering the Request, provided that the application for an extension contains a response to any proposals made regarding the number of arbitrators and their choice, and, where applicable, the name and contact details of the arbitrator that the respondent wishes to nominate.

**4.3.** Any counterclaim made by the respondent must be raised with the Answer and must contain a statement of the nature and circumstances of the dispute giving rise to the counterclaim, indicating the relief sought and its monetary value.

**4.4.** In the event of a counterclaim, the claimant may respond to it within thirty days, unless an extension has been agreed by the General Secretary.

## Article 5. Effects of the arbitration agreement

**5.1.** Where the parties have agreed to submit their dispute to arbitration under these Rules, they shall be deemed to have accepted the application of the Rules in force on the date of commencement of the arbitration, as well as its administration by the Arbitral Board.

**5.2.** If the respondent does not answer the Request, or if any of the parties raises one or more pleas with regard to the existence, validity or scope of the arbitration agreement, the Arbitral Board may decide that the arbitration can proceed if it deems that, prima facie, an arbitration agreement exists designating the ATPA. If the Arbitral Board does not reach such a conclusion, the parties shall be notified that the arbitration cannot proceed.

**5.3.** Once it has been constituted, the Arbitral Tribunal shall have sole authority to rule on any challenges relating to its jurisdiction and jurisdictional power.

**5.4.** If one of the parties refuses or fails to take part in the arbitration at any point in the proceedings, the arbitration shall continue irrespective of that refusal or absence.

## Article 6. Consolidation and joinder

**6.1.** Where a request for arbitration is submitted involving the same parties as those involved in an ongoing arbitral procedure conducted under these Rules, the Arbitral Board may decide, after consulting the parties and all confirmed arbitrators, that the new request and the existing arbitral proceedings shall be consolidated into a single set of proceedings.

The Arbitral Board may also decide to consolidate proceedings, after consulting the parties and all confirmed arbitrators, where a request for arbitration is submitted between parties that are not identical to the parties to the ongoing arbitral proceedings. In

making its decision, the Arbitral Board shall consider all relevant circumstances, including any connection between the cases and the stage of the ongoing proceedings.

If the Arbitral Board decides to consolidate the new request and the ongoing arbitral proceedings into a single procedure, the parties to all the proceedings shall be deemed to have waived their right to appoint an arbitrator, and the Arbitral Board may revoke the appointment and confirmation of the arbitrators and apply the provisions of Title III (The Arbitral Tribunal).

**6.2.** Where one or more third parties make a request to intervene in ongoing arbitral proceedings being conducted under these Rules, or where a party to pending arbitral proceedings, governed by the Rules, requests that one or more third parties participate in the ongoing arbitration, the Arbitral Tribunal shall decide on the requested participation after consulting the parties, as well as any third parties to be joined, taking into account all the circumstances and, in particular, the stage of the ongoing proceedings.

The intervention or participation of any such third parties shall not affect the composition of the Arbitral Tribunal that has already been constituted.

## TITLE III. The Arbitral Tribunal

### Article 7. The arbitrator

**7.1.** Every arbitrator must be and remain impartial and independent of the parties throughout the arbitration. Before appointment or confirmation, the arbitrator shall address to the Secretariat a statement of acceptance, availability, impartiality and independence.

That statement must contain any facts or circumstances which might be of such nature as to call into question his independence or cast a reasonable doubt on his impartiality, in the eyes of the parties. Any fact or circumstance arising during the arbitration and which could affect the impartiality or independence of the arbitrator must be immediately notified to the Secretariat by the arbitrator.

**7.2.** To ensure that impartiality and independence of the arbitrators are unaffected, the parties must inform the Secretariat, as soon as possible, of the existence of any funding in their favour together with the identity of the third party providing it, in case where such third party may derive a financial benefit from the outcome of the arbitration.

**7.3.** The Secretariat shall provide the parties with the arbitrator's statement, as well as the facts and circumstances indicated by him, and the parties will be granted a time limit within which they will be entitled to submit any comments.

**7.4.** Every appointment of an arbitrator is subject to confirmation by the Arbitral Board and shall not take effect until it is confirmed upon review, inter alia, of the arbitrator's availability, suitability, qualification, nationality, independence and impartiality. The decisions of the Arbitral Board as to the appointment, confirmation or replacement of an arbitrator shall be final. The decisions' reasons will not be given.

**7.5.** In accepting his mission, the arbitrator undertakes to perform it diligently and in accordance with the Rules, until its conclusion.

### Article 8. Constitution of the Arbitral Tribunal

**8.1.** The Arbitral Tribunal shall consist of a sole arbitrator or three arbitrators.

**8.2.** Where the parties have agreed to submit their dispute to a sole arbitrator, they may nominate him by mutual agreement and submit the nomination to the Arbitral Board for confirmation. Where no arbitrator has been appointed within thirty days of receipt of the Request by the respondent, the sole arbitrator shall be appointed by the Arbitral Board.

**8.3.** Where the parties have agreed to submit their dispute to three arbitrators, each of the parties shall designate one arbitrator, in the Request and in the Answer respectively. If any of the parties does not designate an arbitrator, that appointment shall be made by the Arbitral Board. The third arbitrator, who will act as president of the Arbitral Tribunal, shall be appointed by the Arbitral Board, unless otherwise agreed by the parties, in which case the appointment of that arbitrator shall require the confirmation of the Arbitral Board.

**8.4** Where the parties have not agreed the number of arbitrators, the Arbitral Board shall appoint a sole arbitrator, unless it appears to the Arbitral Board that the dispute is such as to warrant the constitution of a tribunal with three arbitrators.

Where the Arbitral Tribunal is made up of three arbitrators, the claimant shall nominate one arbitrator within fifteen days of being notified of the decision of the Arbitral Board, and the respondent shall do the same within fifteen days of being notified of the arbitrator nominated by the claimant. The Arbitral Board shall appoint the third arbitrator, who will act as the president of the Arbitral Tribunal.

**8.5.** Where there is more than one claimant or respondent, if the dispute has been submitted to three arbitrators, the claimants jointly and the respondents jointly shall designate their respective arbitrator to be confirmed by the Arbitral Board.

In the absence of such joint designation or any other agreement between the parties regarding the procedure for constituting the Arbitral Tribunal, the Arbitral Board may appoint each member of the Arbitral Tribunal and shall designate one of them to act as president.

**8.6** Where the Arbitral Board is responsible for appointing the sole arbitrator or the president of the Arbitral Tribunal, it must take into account the nature of the dispute between the parties, the applicable legal rules, the seat and language of the arbitration, the nationality of the parties, and any other circumstances which it deems relevant.

## **Article 9. Challenge and replacement of arbitrators.**

**9.1.** Any arbitrator may be challenged if there are circumstances that give rise to reasonable doubts as to his impartiality or independence. A party may only challenge the arbitrator designated by him on grounds that he became aware of after making the designation.

**9.2.** A party intending to challenge an arbitrator must send a request to that effect to the Secretariat within fifteen days of learning of the grounds for challenge. If, within fifteen days of that request, the parties fail to reach an agreement regarding the challenge, or if the arbitrator who has been challenged does not resign, the Assembly, upon proposal of the Arbitral Board, shall rule on the challenge request, once the Secretariat has granted the arbitrator in question, the parties and the members of the Arbitral Tribunal a deadline of fifteen days to submit written observations. The decision of the Assembly shall be final and does not have to be reasoned.

**9.3.** An arbitrator shall be replaced in the event of death, resignation, of a request by all parties accepted by the Arbitral Board or in the event of a challenge upheld by the Assembly. An arbitrator shall also be replaced, on the initiative of the Arbitral Board, where it is found that the arbitrator is prevented, de jure or de facto, from fulfilling his duties or that the arbitrator is not fulfilling them in accordance with the Rules or within the prescribed time limits.

**9.4.** Where an arbitrator is to be replaced, a new arbitrator must be designated or appointed in accordance with the provisions of article 8. This procedure shall apply even where a party has not made the required designation under the initial procedure for constituting the Arbitral Tribunal.

**9.5.** Where the replacement is requested after the closing of the proceedings, the Arbitral Board may decide, if it considers it appropriate and after consulting the parties and the remaining arbitrators, to continue with the proceedings with the remaining arbitrators, who shall be able to make any decision or award.

**9.6.** As a general rule, the proceedings shall resume at the stage of the proceedings where the replaced arbitrator ceased to discharge his duties, unless the Arbitral Tribunal decides otherwise after consulting the parties.



## TITLE IV.

# The arbitral proceedings

### Article 10. Conduct of the proceedings

**10.1.** The Secretariat shall transmit the file to the Arbitral Tribunal as soon as it has been constituted, provided that the advance on costs requested by the Secretariat at this stage of the proceedings has been paid.

**10.2.** The Arbitral Tribunal shall conduct the proceedings in the manner it considers appropriate in accordance with the Rules, ensuring the parties' equality of treatment and right to be heard. It shall comply with and uphold the fundamental procedural principles at every stage of the arbitration. It may, after consulting the parties, appoint a secretary.

**10.3.** All participants in the arbitral proceedings must act in good faith and contribute to the conduct of the proceedings in an efficient manner, avoiding unnecessary costs and delays. The parties undertake to comply with any procedural orders made by the Arbitral Tribunal without delay.

**10.4.** With the agreement of the parties, the Arbitral Tribunal may, after the first exchange of submissions on the merits, hold a hearing by any means it considers appropriate, aiming at shedding light on issues which, in the opinion of the Tribunal, require clarification. The Arbitral Tribunal may also, subject to the parties' agreement, suggest measures to facilitate the amicable resolution of the dispute submitted to it.

### Article 11. Seat of the arbitration

**11.1.** Where the parties have not determined the seat of the arbitration, or if the designation is unclear or incomplete, the Arbitral Board shall determine the seat of the arbitration, after consulting the parties, taking into account all relevant circumstances, or shall request the Arbitral Tribunal to determine it.

**11.2.** The Arbitral Tribunal may, after consulting the parties, hold hearings and meetings in any place other than the seat of the arbitration, unless the parties have agreed otherwise.

It may also deliberate at any location it considers appropriate, outside the seat of arbitration, using any means that it deems appropriate.

### Article 12. Language of the arbitration

In the absence of an agreement between the parties, the Arbitral Tribunal shall determine the language or languages of the proceedings, after consulting the parties, taking into account the circumstances pertaining in each case. Any evidence or documents in Spanish, French or English may be submitted without the need for a translation, unless the Arbitral Tribunal or the parties decide otherwise.

### Article 13. Applicable procedural rules

The proceedings before the Arbitral Tribunal shall be governed by these Rules and, where the Rules are silent, by any rules which the parties or, failing them, the Arbitral Tribunal may determine, by reference or not to the arbitration procedural rules of a national law.

### Article 14. Rules applicable to the merits

**14.1.** The parties are free to choose the rules of law to be applied by the Arbitral Tribunal to the merits of the dispute. In the absence of any such choice by the parties, the Arbitral Tribunal shall apply the rules of law which it determines to be appropriate. In any event, the Arbitral Tribunal shall take account of the provisions of the contract and of any relevant trade usages.

**14.2.** The Arbitral Tribunal may decide on the basis on equity (*ex aequo et bono*) only if the parties have granted it the power to do so.

## Article 15. Terms of reference

**15.1.** As soon as it has received the file from the Secretariat, the Arbitral Tribunal shall, on the basis of documents or in the presence of the parties and in the light of their most recent submissions, draw up a document defining its terms of reference.

The terms of reference shall include the following particulars:

- The name in full and description of the parties
- The addresses where notifications and communications can validly be sent.
- A summary of the parties' respective claims and of the relief sought and, to the extent possible, an estimate of the monetary value of any claim, ancillary claim or counterclaim.
- Unless the Arbitral Tribunal considers it inappropriate, a list of issues to be determined.
- The surname, name, status and address of the arbitrators.
- The seat of the arbitration.
- Any particulars of the applicable procedural rules and, if such is the case, reference to the power to act *ex aequo et bono*

**15.2.** The terms of reference shall be signed by the parties and by the Arbitral Tribunal and transmitted to the Secretariat within a month of receiving the file. The General Secretary may extend this period, pursuant to a reasoned request from the Arbitral Tribunal or on its own initiative, if it deems it necessary.

**15.3.** If one of the parties refuses to participate in the drawing up the terms of reference or to sign them, they shall be submitted to the Arbitral Board for approval.

**15.4.** When drawing up the terms of reference or at the earliest possible thereafter, the Arbitral Tribunal shall convene the parties to a case management conference to consult the parties on the procedural measures it considers adopting by means of a procedural order, such as a provisional procedural

timetable for the conduct of the proceedings, the exchange of documents and submissions, the methods of establishing proof and issues relating to data protection and cybersecurity.

**15.5.** The procedural order made by the Arbitral Tribunal and the provisional procedural timetable, as well as any subsequent modification thereof, shall be communicated to the Secretariat and the parties without delay.

## Article 16. New claims

During the arbitration proceedings, the parties shall not be able to make any new claims which fall outside the limits of the terms of reference, without the authorisation of the Arbitral Tribunal which shall take into account the nature of the new claim, its lateness in relation to the stage the proceedings and any other relevant circumstances.

## Article 17. Establishing the facts of the case

**17.1.** The Arbitral Tribunal shall proceed to establish the facts of the case, faithfully and swiftly, by all appropriate means

**17.2.** After studying the written submissions and the evidence submitted by the parties in the proceedings, the Arbitral Tribunal shall hold a hearing, if one of the parties requests it or of its own motion. It may also decide solely on the documents submitted, unless one of the parties requests a hearing.

**17.3.** The Arbitral Tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties or in their absence, provided they have been duly summoned.

**17.4.** Following consultation with the parties, the Arbitral Tribunal may appoint one or more experts, define their assignment, and receive their reports. At the request of any party, the parties may question the experts appointed by the Arbitral Tribunal at a hearing.

**17.5.** At any point during the proceedings, the Arbitral Tribunal may ask the parties to provide submissions, documents or other additional evidence within the time limit it establishes and, if necessary, under penalties which terms and conditions it stipulates.

**17.6.** The Arbitral Tribunal may take any steps necessary to protect trade secrets and confidential information.

### **Article 18. Conservatory measures**

**18.1.** Unless otherwise agreed by the parties, the Arbitral Tribunal may, on receipt of the file and at the request of any party, order whatever conservatory measures it deems necessary.

The Arbitral Tribunal may make the granting of such measures subject to the provision of adequate security by the requesting party. The measures shall take the form of a reasoned order or an award, as the Arbitral Tribunal considers appropriate.

**18.2.** In exceptional circumstances and at the request of a party, the Arbitral Tribunal may decide on a request for interim measures by means of a preliminary order, before the request has been notified to any other party, provided that such communication is made, at the latest, with the preliminary order, and the other parties are granted an opportunity to argue against it at the earliest opportunity.

**18.3.** The parties may, before the file is transmitted to the Arbitral Tribunal, or subsequently in the appropriate circumstances, apply to any competent judicial authority for conservatory measures.

The application to a judicial authority to obtain such measures does not constitute a breach or waiver of the arbitration agreement and does not affect the powers of the Arbitral Tribunal.

The said application, as well as any measures of the judicial authority resulting therefrom, shall be notified without delay to the Secretariat which shall inform the Arbitral Tribunal.

### **Article 19. Hearings**

**19.1.** The Arbitral Tribunal shall determine the way the hearings will take place, at which all the parties shall be entitled to attend. When a hearing is to be held, the Arbitral Tribunal shall invite the parties to appear, giving reasonable notice, on the day and at the place decided by it. Except with the agreement of the Arbitral Tribunal and the parties, persons not involved in the proceedings shall not be able to attend.

**19.2.** The parties may appear in person or through a duly authorised representative, and they may also be assisted by their legal counsels. The absence of one of the parties without a valid excuse, despite having been duly called, shall not prevent the Arbitral Tribunal to proceed with the hearing.

**19.3.** The hearings may be held in person or virtually, by videoconference or any other appropriate means, as the Arbitral Tribunal may decide after consulting the parties.

### **Article 20. Closing of the proceedings**

**20.1.** The Arbitral Tribunal shall declare the proceedings closed when it is satisfied that the parties have had a reasonable opportunity to present their respective points of view and to be heard. After this date, no further submission, argument or evidence may be filed by the parties, unless expressly required or authorised by the Arbitral Tribunal.

**20.2.** When declaring the proceedings closed, the Arbitral Tribunal must also notify the Secretariat and the parties of the approximate date on which the award will be delivered.

### **Article 21. Green clause**

In order for the arbitration case to have the minimal possible environmental impact, the parties, their counsel, the Arbitral Tribunal and the ATPA will consider, at the beginning of the arbitration proceedings, the possibility of applying the Green Protocols as developed by The Campaign for Greener Arbitration.

## TITLE V. The award

### Article 22. Time limit

**22.1.** The Arbitral Tribunal shall make its final award within six months of the date of the last signature by all the participants of the terms of reference or, in the case of application of article 15.3, of the date on which the Secretariat notifies the Arbitral Tribunal of the approval of the terms of reference by the Arbitral Board.

**22.2.** The Arbitral Board may extend the time limit, if it deems it necessary, pursuant to a reasoned request of the Arbitral Tribunal or, on its own initiative where appropriate.

### Article 23. Form and effect of the award

**23.1** Before delivering its award, the Arbitral Tribunal shall submit its draft award to the Arbitral Board. The latter may require modifications as to the form and, where appropriate, make any observations it deems necessary for the award's effectiveness.

**23.2.** When there is more than one arbitrator, the award shall be made by a majority decision. If there is no majority, the president of the Arbitral Tribunal shall decide.

**23.3.** The award, which must be in writing and reasoned, shall be deemed to have been made at the seat of the arbitration and on the date stated therein. The Arbitral Tribunal is not limited to making a final award but may also make partial or preliminary awards.

**23.4.** If, before the proceedings are closed, the parties reach an agreement to settle the dispute, the Arbitral Tribunal may, at the request of the parties, make an award by consent.

**23.5.** Once the award has been made by the Arbitral Tribunal, the Secretariat shall notify the text signed

electronically to the parties by email, or in paper copy if a party so requires it expressly. Additional copies certified by the Secretariat may be made available at any time upon request of the parties.

**23.6.** The arbitral award is mandatory and binding on the parties. By submitting their dispute to arbitration in accordance with the Rules, the parties undertake to comply with the award, without delay, and in the silence of the arbitration agreement, they shall be deemed to have waived their right to any form of recourse which they can validly waive.

### Article 24. Correction, interpretation, supplementation and rectification of the award

**24.1.** Within thirty days of the date of notification of the award, a party may, on notification to the Secretariat and to the other parties, request that the Arbitral Tribunal:

Correct any computational, clerical or typographical error, or any errors of a similar nature in the text of the award;

Provide clarifications on one or several specific points of the award;

Complete the award in respect of claims which have not been dealt with; or

Rectify any ultra petita finding of the award.

Upon receiving the request, the Arbitral Tribunal shall grant the other parties a period of no more than thirty days to submit their comments.

**24.2.** The decision of the Arbitral Tribunal regarding the request for correction, clarification, supplementation or for the rectification of the award, shall take the form of an addendum which shall be submitted to the Arbitral Board for approval and become an integral part of the award. The Arbitral Tribunal must render its decision within thirty days of the expiry of the deadline for the other parties to submit their comments, as set out in article 24.1, or within any other period established by the Arbitral Board.

## TITLE VI.

# Costs of the arbitration

### Article 25. Advance on costs of the arbitration

**25.1.** The General Secretary, upon gathering the evaluation information and before the signing of the terms of reference, shall set the amount of the advance payment to cover the costs and expenses of the Arbitral Tribunal, as well as the administrative expenses of the ATPA corresponding to the main and ancillary claims and to the counterclaims.

**25.2.** That amount may be reassessed at any time during the arbitration. The advance on costs established by the General Secretary shall be payable in equal parts by the claimant and the respondent. Each party shall be free to pay the whole of the advance on costs for a main claim or counterclaim if the other party do not pay its share.

**25.3.** If, in addition to the main request, one or more counterclaims are made, the General Secretary may set different advances on costs for the main claim and for any counterclaims. In that case, the parties must pay the advances on costs relating to their respective claims.

**25.4.** Where a request for an advance on costs has not been complied with, the General Secretary may, after consulting the Arbitral Tribunal, invite the latter to suspend the proceedings and to set a period of not less than fifteen days upon the expiry of which the claims corresponding to the advance on cost will be deemed withdrawn. The party concerned may, within the above period, object to that decision and request the Arbitral Board to decide the matter.

### Article 26. Decision as to the costs of the arbitration

**26.1.** The costs of the arbitration shall include the fees and expenses of the arbitrators and the administrative expenses of the ATPA, as determined by the General Secretary in accordance with the scales for costs and fees in force on the date of commencement of the arbitration proceedings, as well as any fees and expenses of the experts appointed by the Arbitral Tribunal, the amount of any penalties ordered by it and any reasonable expenses incurred by the parties for their defence.

**26.2.** The Arbitral Board may set the fees of the Arbitral Tribunal or the arbitrators at an amount higher or lower than the sum that would result from applying the calculation tables if that is deemed justified due to the exceptional circumstances of the case.

**26.3.** The final award of the Arbitral Tribunal shall fix the costs of the arbitration and decide which of the parties is to bear them or in which proportion they shall be borne by the parties.

**26.4.** In making decisions as to costs, the Arbitral Tribunal may take the circumstances of the case into account and, in particular, the conduct of the parties during the proceedings and its possible impact on the costs and duration of the arbitration.

## TITLE VII.

# Emergency arbitration

### Article 27. Emergency arbitration

**27.1.** Any party may request the appointment of an emergency arbitrator by email sent to the Secretariat, before the constitution of the Arbitral Tribunal.

**27.2.** The emergency arbitrator shall be solely empowered to adopt conservatory measures which, owing to their nature and the circumstances, cannot be delayed until the arbitration case file is transmitted to the Arbitral Tribunal.

### Article 28. Emergency request

**28.1.** The emergency request ("Request") shall include the names, status and email addresses of the parties, a brief description of the facts, a statement of the conservatory measures sought, the arbitration agreement, any relevant particulars regarding the seat of the arbitration, the language and the applicable rules of law as well as the proof of payment of the administrative and the emergency arbitrator's fees provided for in article 5 of Annex II.

**28.2.** As soon as the Request is received, the Secretariat will send copies thereof to the other parties.

### Article 29. Appointment of the emergency arbitrator

**29.1.** The Arbitral Board shall appoint the emergency arbitrator within five days of the receipt by the Secretariat of the Request, if it considers that the arbitration agreement referring to the ATPA is applicable prima facie. No emergency arbitrator may be appointed after the transmission of the arbitration case file to the Arbitral Tribunal.

**29.2.** The emergency arbitrator must sign a declaration of acceptance, availability, impartiality and independence within two days of appointment. The Secretariat notifies it to the parties and transfers the case file to the emergency arbitrator.

**29.3.** The emergency arbitrator may be subject to a challenge, as provided under article 9.1, to be filed within three days following the receipt, by the party filing the challenge, of the appointment of the emergency arbitrator or of its first knowledge of the facts supporting the challenge. The Arbitration Board will rule on the challenge as soon as possible, after consulting the emergency arbitrator and the parties.

**29.4.** Unless otherwise agreed by the parties, the emergency arbitrator may not act in any arbitration relating to a dispute in which he acted as emergency arbitrator.

### Article 30. Emergency procedure

**30.1.** If the parties have failed to provide, in their arbitration agreement, for the seat and the applicable language, the Arbitral Board will take a decision relating thereto, for the purpose of the emergency proceedings.

**30.2.** The emergency arbitrator shall conduct the proceedings in the manner it considers appropriate, taking into account the urgency inherent in such proceedings and shall offer the parties a reasonable opportunity to be heard on the Request.

### Article 31. Emergency arbitrator decision

**31.1.** The emergency arbitrator shall render the decision on the conservatory measures within fifteen days from the receipt of the Request. The Arbitration Board may extend the time limit, if it deems it necessary, pursuant to a reasoned request from the emergency arbitrator or on its own initiative where appropriate.

**31.2.** The decision shall be reasoned, made in the form of a procedural order, signed by the emergency arbitrator and notified without delay to the parties with copy to the Secretariat. It can be rendered even if the arbitration case file has been submitted to the Arbitral Tribunal in the meantime.

**31.3.** The procedural order of the emergency arbitrator shall fix the costs of the proceedings and decide which of the parties is to bear them or in which proportion they shall be borne by the parties. The costs of the proceedings shall include the administrative expenses of the ATPA, the fees and expenses of the emergency arbitrator and the expenses reasonably incurred by the parties. However, the emergency arbitrator may rule that it will be incumbent upon the Arbitral Tribunal, when constituted, to decide on all or part of the emergency arbitration costs.

#### **Article 32. Effect of the decision**

**32.1.** The decision of the emergency arbitrator shall be binding upon the parties, in the terms of the procedural order and the parties undertake to comply with it without delay. The emergency arbitrator can subject the measures granted in the procedural order to any conditions it considers appropriate, including the provision of surety.

**32.2.** At the reasoned request of a party, the emergency arbitrator may amend or revoke the procedural order.

**32.3.** The decision of the emergency arbitrator will cease to be binding upon the parties if: (a) a request for arbitration is not filed within fifteen days from the date of the emergency decision or (b) the arbitration proceedings are terminated by the delivery of an award or for any other reason.

**32.4.** The procedural order of the emergency arbitrator shall not bind the Arbitral Tribunal which will be free to modify or cancel the conservatory measures granted.

## TITLE VIII. Miscellaneous

#### **Article 33. Waiver of right to challenge**

Any party which proceeds with the arbitration up to the closing of the proceedings without raising objections regarding compliance with the Rules, or with any other rules applicable to the proceedings, any instructions of the Arbitral Tribunal or any stipulations of the arbitration agreement relating to the constitution of the Arbitral Tribunal, or regarding any irregularity in the conduct of the proceedings, shall be deemed to have waived its right to challenge.

#### **Article 34. Limitation of liability**

The members of the Assembly, the Secretariat and the Arbitral Board, as well as the staff of the ATPA, the arbitrators, the experts appointed by the Arbitral Tribunal and the secretary of the Arbitral Tribunal, cannot be held liable for any actions or omissions relating to an arbitration conducted under the Rules, unless it is proved that the action or omission constitutes an intentional illegal act or a gross negligence.

# ANNEX I.

## By-laws of the ATPA

### Chapter I. General provisions

#### Article 1. Object

The Arbitral Tribunal of the Principality of Andorra (hereinafter, the "ATPA") is governed by the 13/2018 Act of 13 May, adopted pursuant to the 47/2014 Act of 18 December, on Arbitration in the Principality of Andorra.

#### Article 2. Legal nature

1. The ATPA is a legally constituted entity with its own legal personality, financial autonomy and own assets, and full capacity to pursue its object.

2. The ATPA is wholly independent from the public authorities, specifically the general State Administration government and its bodies, and is subject to the private legal system.

#### Article 3. Functions and objectives

1. The object of the ATPA is to promote arbitration as an alternative mechanism for the resolution of conflicts. Its main function is to administer national and international arbitration, located in the Principality of Andorra, whether based on law or on equity.

2. The ATPA will carry the functions entrusted to it under article 5 of the 13/2018 Act of 31 May, on the Arbitral Tribunal of the Principality of Andorra.

#### Article 4. Registered office

1. The registered office of the ATPA is at the head office of the Cambra de Comerç, Indústria i Serveis d'Andorra, at Carrer Prat de la Creu 8, in Andorra la Vella.

2. The change of registered office and the establishment of representative offices, delegations, correspondents, agencies, or offices falls within the remit of the Assembly of the ATPA.

#### Article 5. Founding members and the incorporation of new members

1. The founding members of the ATPA are the Chamber of Commerce, Industry and Services of Andorra and the Andorran Bar Association.

2. The incorporation of new members to the organisational structure of the ATPA requires the unanimous agreement of the founding members.

#### Article 6. Governing Bodies

1. The governing bodies of the ATPA are the Assembly and the General Secretariat. If required, the Assembly of the ATPA may appoint a deputy general secretary.

2. The Arbitral Board is also a governing body of the ATPA; its composition and functions are established in article 10 of these By-Laws.

### Chapter II. Composition and operation of the Assembly

#### Article 7. The Assembly

1. The Assembly will be composed of at least seven members with voting rights. Three members will be appointed by the Chamber of Commerce, Industry and Services of Andorra and three members will be appointed by the Andorran Bar Association. Once appointed, the six members will appoint a seventh member to act as president.

2. The president and the general secretary of the ATPA, acting as president and secretary of the Assembly, form part of the Assembly of the ATPA.

3. The term of office of members of the Assembly is four years, such term is renewable.

4. The Assembly of the ATPA may appoint one or two Vice-Presidents who may assume the duties entrusted to the ATPA's Presidency.

5. Decisions of the Assembly will be adopted by a majority of three quarters of the members present or duly represented.



## **Article 8. The Presidency**

The person who exercises the Presidency of the ATPA and, as such, represents the Tribunal, will be appointed by the Assembly for a term of four-years and may be re-elected.

## **Article 9. The General Secretariat**

1. The general secretary is the person in charge of monitoring the arbitral proceedings entrusted to the ATPA, by delegation from the Arbitral Board.

2. The general secretary will be appointed by the Assembly of the ATPA, attend the Assembly with the right to speak but not to vote, and act as secretary of the Assembly.

3. The general secretary is responsible for the treasury of the ATPA and controlling and safekeeping the financial resources of the ATPA.

4. He/she is also responsible for keeping and updating ATPA's records and for safekeeping the entity's documentation, drawing up, drafting and signing the minutes of the meetings of the Assembly of the ATPA and of the Arbitral Board.

## **Chapter III. The Arbitral Board**

### **Article 10. Functions of the Arbitral Board**

1. The Arbitral Board assists the Assembly and the general secretary of the ATPA, and is composed of five members: one member appointed by each of the founding members of the ATPA; one member, appointed by the Assembly, who is independent from the founding members and has a recognised experience in the field of arbitration; the president and the general secretary.

2. The Arbitral Board is responsible for verifying the existence, prima facie, of the arbitration clause designating the ATPA, but cannot decide on the admissibility or merit of the claims contained in the arbitration request nor on the jurisdiction of the Arbitral Tribunal.

3. The Arbitral Board has exclusive competence for administering the arbitral proceedings subject to the Arbitration Rules of the ATPA.

4. Similarly, by express delegation of the Assembly, the Arbitral Board has exclusive competence for the appointment or confirmation of the arbitrators. However, any decision regarding the challenge of an arbitrator is the responsibility of the Assembly, at the request of the Arbitral Board.

5. The Arbitral Board determines the requirements to be met by candidates who wish to act as possible arbitrators for the ATPA.

## **Chapter IV. Functioning of the ATPA**

### **Article 11. The involvement of members of the ATPA in arbitration**

The members of the ATPA cannot act as arbitrators or advisers to parties in matters submitted to arbitration administered by the ATPA, unless it is expressly agreed by the parties and the Arbitral Board itself deems it appropriate, considering the circumstances of the case.

### **Article 12. Operation**

The ATPA may act through the Assembly or committees to study or implement resolutions on specific matters.

### **Article 13. Meetings of the Assembly and committees**

1. The Assembly of the ATPA will meet ordinarily at least twice a year and whenever the Presidency calls it, with at least 5 days' notice, except in special, justified circumstances, when it may be called with 24 hours' notice.

2. The committees may meet as frequently as considered appropriate, provided they are called by their president with at least 3 days' notice.

## Article 14. Resolutions

Unless the Law or By-Laws establish otherwise, the resolutions of the Assembly of the ATPA, the Arbitral Board or any of its committees, require a majority vote. In the event of a tie, the president has the casting vote

## Chapter V. Members of the ATPA

### Article 15. Election of members appointed by the Chamber of Commerce, Industry and Services of Andorra

The members appointed by the Chamber of Commerce, Industry and Services of Andorra will be selected as follows:

- a) The first member will be elected freely.
- b) The second must have previous experience of arbitration and be a professional of recognised standing.
- c) The third member must be a person of good business and professional repute, both at a national and international level.

### Article 16. Election of members appointed by the Andorran Bar association

The members appointed by the Andorran Bar Association will be selected as follows:

- a) The first member be elected freely.
- b) The other two must be practising lawyers, with more than fifteen years' professional experience, and not having been subject to any Bar association or professional sanction.

### Article 17. Requirements and conflicts of interest of the members of the ATPA

1. The members of the ATPA must comply with the following requirements:

- a) Possess the necessary qualities of independence and impartiality and, first and foremost, ensure

continuously the proper operation of the arbitral institution.

- b) To be persons of good business and profession repute having the appropriate knowledge to carry out the duties inherent with their office and adequate professional experience.

2. Persons of good repute are those of good personal and professional standing, whose public image is that of good administrators, and who, moreover:

- a) Have no record of wilful crimes, in particular, offences of false statement, breach of trust in relation to the custody of documents, breach of confidentiality, misuse of public funds, disclosure or revelation of secrets or offenses against property.
- b) Have never been disqualified from public office or from being a company manager or director in the Principality of Andorra or abroad.

3. The members of the Assembly of the ATPA shall be preferably of Andorran nationality but resort can be made to non-Andorrans if their qualities, expertise or experience in the field justify it.

4. The following are conflicts of interest for members of the ATPA:

- a) Having a direct or indirect interest in the dispute submitted for arbitration. Anyone in this situation cannot access any documentation or information relating to the arbitration in question.
- b) Holding any other public office or function within the justice system, or any other activity that could jeopardize their independence and impartiality in carrying out their duties.

## **Article 18. Cessation of activities and removal of members of the ATPA**

Members of the Assembly of the ATPA shall cease to hold office for any of the following reasons:

- a) The end of the period for which they have been appointed.
- b) The submission of their written resignation to whoever appointed them.
- c) By death.
- d) Incapacity declared by means of a final judicial decision.
- e) Conviction of committing a serious intentional crime.
- f) By virtue of a decision of the Assembly relating to the persons and to the position appointed by it.

## **Article 19. Confidentiality**

1. The members of the ATPA, and all its staff, are subject to a duty of confidentiality by reason of their office or function they perform.

2. The deliberations and decisions reached within the ATPA are confidential by nature.

## **Chapter VI. Arbitrators**

### **Article 20. Appointment of arbitrators**

The ATPA is responsible for appointing arbitrators through the Arbitral Board.

### **Article 21. Requirements and conflicts of interest of arbitrators**

1. Any arbitrator who accepts a position within the framework of an arbitration submitted to the ATPA must act totally independently from the party who selected him and comply with the Arbitration Rules of the ATPA for the duration of the arbitration.

2. On accepting his mission, the arbitrator undertakes to:

- a) Guarantee that he can carry it out with the necessary competences, considering the subject-matter of the dispute and his personal expertise.
- b) Guarantee that he can dedicate to the matter on which he must decide, the time and attention required to fulfil his mission effectively and diligently.
- c) Guarantee total impartiality in performing his duties, in the interest of the arbitration and the parties.
- d) Remain objectively independent throughout the arbitration proceedings, until the deadlines for recourse against the arbitral award have expired.
- e) Not have mediated in the same case when the arbitration concerned was preceded by an attempt at mediation.
- f) In general, fulfil all the other duties and obligations established in the Law and the Arbitration Rules of the ATPA.

## **Chapter VII. Financial regime**

### **Article 22. Financial regime**

1. The ATPA is a non-profit and non-commercial organisation. It cannot distribute profits and is financed by the fees resulting from its activities and involvement in the arbitration cases it administers, according to its scale of fees.

2. The ATPA shall administer its own resources with complete independence, in compliance with the principles of efficiency, efficacy and prudence, and assess, in each case, the relevant circumstances.

3. The financial resources of the ATPA consist of bequests, legacies, donations and any other grants

that it may receive, together with remuneration set forth in the scaled fees for any arbitration it carries out, and any other income resulting from its activities.

### **Article 23. Budget**

1. The General Secretary of the ATPA will prepare the proposal for the annual accounts and budget settlement.
2. The proposal for the annual accounts, including the proposed budget settlement, must be submitted to the Assembly of the ATPA for presentation and approval within three months following the end of the financial year.
3. The Assembly of the ATPA must have the annual accounts audited.

### **Article 24. Accounts**

1. The accounts of the ATPA must comply with any applicable specific standards; must show a true and fair view of its assets, profits and losses, and financial situation, through the annual accounts which must be approved by the Assembly of the ATPA.
2. The financial year of the ATPA coincides with the calendar year: it starts on 1 January and ends on 31 December of each year.

### **Article 25. Fees**

1. The Assembly of the ATPA publishes annually the scale of arbitrators' fees, the filing fee and administration expenses of the ATPA, together with the expenses generated as appointing authority of the arbitrators and any other matter relating to the costs of arbitration.

2. The scale of fees, the filing fee and the administrative expenses of the ATPA appear as an annex to the Arbitration Rules.

## **Chapter VIII. Final provisions**

### **Article 26. Amendment of the By-Laws**

Any By-Laws amendment, including abrogation, require the agreement a majority of three quarters of the members of the Assembly of the ATPA.

### **Article 27. Insurance policy or equivalent guarantee**

1. The ATPA must take out annually a civil responsibility insurance policy or equivalent guarantee and, in all event, before starting its activities, for the minimum amount determined by the Government.
2. The ATPA shall require the arbitrators to take out a civil responsibility insurance policy in order to act before the Tribunal, for the minimum amount determined by the Government or the Assembly of the ATPA, if the Government does not determine it.

### **Article 28. Disciplinary regime**

1. The APTA Assembly is empowered to initiate a disciplinary procedure against any member of the APTA who commits a breach of its obligations and appoints, for the purpose thereof, an investigator amongst its members who will be entrusted with the task of making a proposal to deal with the matter. The decision is taken by a majority vote of the Assembly, to the exclusion of the person subject to the disciplinary procedure and the investigator.
2. Will be considered as a very serious fault the failure by Assembly members to relinquish their duties in case of incompatibility, as a serious fault the failure to comply with the confidentiality obligations and as

a minor fault the lack of diligence required from an Assembly member or any other breach which do not amount to a serious or very serious fault.

**3.** Very serious faults will be sanctioned by a suspension of duties of 6 months to two years or termination of duties, serious fault by a suspension up to six months maximum and minor fault by a reprimand.

**4.** The ATPA Assembly will adopt as soon as practicable disciplinary rules which will govern the sanctions applicable to the Assembly members. Pending their adoption, the regulation governing the sanctions procedure found in the July 22, 2015 Decree (BOPA 56 year 2015) will apply on a subsidiary basis.

## ANNEX II.

# Costs and fees of the arbitration and of the emergency arbitration

### 1. Filing fee and advance on costs

**1.1.** The non-refundable filing fee to be paid by the claimant when it files a request for arbitration, in accordance with article 3.4 of the Rules, shall be €1,000. The filing fee shall be charged against the amount of the advance on costs to be paid by the claimant pursuant to article 25 of the Rules.

**1.2.** The purpose of the advance on costs of the arbitration fixed by the General Secretary, in accordance with article 25.1, is to cover the fees of the arbitrator(s), the costs incurred as a result of the arbitration and the administrative expenses of the ATPA. The amount is fixed by applying the scales for fees and expenses set out in Tables A and B below.

**1.3.** Where the claims made by the parties have not been quantified, the General Secretary shall calculate the advance on costs taking €50,000 as the base amount.

**1.4.** In accordance with article 25.2 of the Rules, the General Secretary may, at any time, reassess the amount of the advance on costs of the arbitration, taking into account all of the relevant circumstances and, in particular, any increase in the amounts in dispute or in the complexity of the dispute.

### 2. Fees and expenses of the arbitrators

**2.1.** The General Secretary shall fix the fees of the arbitrators by applying the scales in Table A below. In exceptional circumstances, the Arbitral Board may authorize the General Secretary to disregard the limits set in that table.

**2.2.** In setting the fees, account shall be taken of the amounts in dispute, the complexity of the matter, the time spent and any other relevant circumstances.

**2.3.** Where the Arbitral Tribunal consists of three arbitrators, the president shall receive 40% and each of the other arbitrators 30% of the total fees, unless otherwise agreed by the arbitrators or, failing such agreement, unless the Arbitral Board decides otherwise after considering the time and efforts spent by each arbitrator.

**2.4.** Travel, accommodation, meals and other expenses of the Arbitral Tribunal and its secretary incurred as a result of the proceedings shall be regarded as costs of the arbitration and shall be reimbursed by the General Secretary on presentation of the relevant receipts.

**2.5.** The amounts to be reimbursed to the Arbitral Tribunal do not include VAT or any other taxes applicable to the arbitrators' fees. Such taxes must be paid by the parties, with their recovery being a matter to be dealt with between the parties and each member of the Arbitral Tribunal.

### 3. Administrative expenses of the ATPA

**3.1.** The administrative expenses of the ATPA shall be determined by applying the scale in Table B below.

**3.2.** In exceptional circumstances, the General Secretary may decide to apply rates different from those shown in the scale.

### 4. Calculation tables

**4.1.** In order to establish the fees of the arbitrators and the administrative expenses of the ATPA, the amount in dispute to be taken into account shall be that resulting from adding up the amounts of the main and ancillary claims and counterclaims or, failing that,

the amount determined by the General Secretary by applying the provisions of articles 1.2 and 1.3 above.

**4.2.** The amount of the fees and expenses shall be that resulting from adding up the sums calculated for each portion of the amount in dispute, as shown in Tables A and B below. The fees shown in Table A relate to a sole arbitrator or to each member of the Arbitral Tribunal, depending on the case. Where the amount of the dispute is greater than €100 million, the administrative expenses of the ATPA shall be a fixed amount of €60,000.

**TABLE A - Fees per arbitrator**

Amount in dispute	Fees
Up to €50,000	€3,000 (minimum) €8,000 (maximum)
From €50,000 to €250,000	€3,000 + 2.5% (min.) €12,000 + 10% (max.)
From €250,000 to €1 million	€8,000 + 1% (min.) €32,000 + 2% (max.)
From €1 to €5 million	€15,500 + 0.5% (min.) €47,000 + 1.5% (max.)
From €5 to €10 million	€35,000 + 0.2% (min.) €107,000 + 0.5% (max.)
From €10 to €50 million	€45,000 + 0.05% (min.) €132,000 + 0.5% (max.)
From €50 to €100 million	€65,000 + 0.02% (min.) €152,000 + 0.02% (max.)
More than €100 million	to be decided by the Arbitral Board

**TABLE B - Administrative expenses of the ATPA**

Amount in dispute	Administrative expenses
Up to €50,000	€2,000
From 50,000 to €250,000	€2,000 + 1.5%
From 250,000 to €1 million	€5,000 + 1%
From €1 to €5 million	€12,500 + 0.3%
From €5 to €10 million	€24,500 + 0.1%
From €10 to €50 million	€29,500 + 0.05%
From €50 to €100 million	€50,000 + 0.02%
More than €100 million	€60,000

## 5. Costs of the emergency arbitration

**5.1.** The costs of the emergency arbitration include the amount of 1,000€ for the administrative expenses of the ATPA and of 5,000€ for the fees of the emergency arbitrator.

**5.2.** The Arbitration Board may decide to increase the administrative expenses of the ATPA or the emergency arbitrator fees having regard to the nature of the case and the extent of the work performed. Failing the increase being paid within the delay set by the Secretariat, the Request will be deemed dismissed.