ATPA ARBITRATION GUIDELINES:
NOTE TO THE PARTIES AND THE ARBITRATORS (May 2026)

I. Introduction to the Arbitral Tribunal of the Principality of Andorra (ATPA) and its Rules — 2
A. Introduction 2
B. The ATPA 2
C. Standard clause 2
D. Effects of the arbitration agreement 2

II. Commencement of the proceedings — 3
A. Request for Arbitration 3
B. Answer to the Request 4
C. Consolidation and joinder 4

III. The Arbitral Tribunal — 5
A. The arbitrator 5
B. Constitution of the Arbitral Tribunal 6
C. Challenge and replacement of arbitrators 7

IV. The arbitral proceedings — 8
A. Conduct of the proceedings and case investigation 8
B. Terms of reference and Procedural order 8
C. New claims 9
D. Conservatory measures 9
E. Hearings 10
F. Closing of the proceedings 10

V. The award — 10
A. Form and time limits 10
B. Correction and interpretation 11
C. Consent award 11

VI. Costs of arbitration — 12
A. Filing fee, advance on costs and provision 12
B. Arbitrator's fees and expenses 12
C. ATPA's administrative expenses 13
D. Decision on costs of arbitration 13

VII. Emergency arbitration — 13
A. Emergency request 13
B. Emergency arbitrator 14
C. Emergency procedure 14
D. Emergency arbitrator's decision 14
E. Costs and fees of emergency arbitration 15
F. Effect of the decision 15

I. Introduction to the Arbitral Tribunal of the Principality of Andorra (ATPA) and its Rules, "Standard clause"

A. Introduction

The purpose of this practical note is to serve as guidelines for the parties and the Arbitral Tribunals when arbitration is conducted under the June 2023 version of the ATPA's Rules ("Rules"), applicable to any arbitration proceedings commenced after 01 June 2023.

The Rules were drawn up to enable the efficient and flexible resolution of national and international disputes at the lowest possible cost. The parties are free to choose their arbitrator, applicable law, language of the proceedings and seat of the arbitration, whether in Andorra or abroad.

On choosing Andorra as the seat of the arbitration, the parties will benefit from the modern provisions of the Arbitration Law of 18 December 2014 ("Law"), and the assistance of the Andorran supporting judge in accordance with the provisions of the Law.

B. The ATPA

Created by the Law of 31 May 2018 (TAPA Law), the ATPA's founding members are the Andorran Chamber of Commerce, Industry and Services ("CCIS") and the Bar Association of Andorra ("CADA") and its main function is to administer national and international arbitration according to its Rules.

The governing bodies of ATPA are the Assembly and the General Secretariat. The Assembly consists of three members designated by the CCIS and three members designated by the CADA, who elect a seventh member to act as President. An Arbitral Board, consisting of at least five members, assists the Assembly and General Secretariat. The Arbitral Board has exclusive power over the administration of arbitration proceedings and the appointment or confirmation of arbitrators.

The head of the General Secretariat is the General Secretary. The General Secretary is entrusted by the Arbitral Board with the duty to oversee the arbitration proceedings and assists the parties and the Arbitral Tribunals in all matters relating to the conduct of the arbitration.

C. Standard 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 under those Rules.

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

D. Effects of the arbitration agreement

By agreeing to submit their dispute to arbitration under the ATPA's Rules, the parties have agreed that the applicable Rules are those in force on the date of commencement of the arbitration, and that the proceedings will be administered by the Arbitral Board.

The arbitration will proceed even if one of the parties refuses to take part.

If there is a challenge to the arbitration agreement, the Arbitral Board will decide whether the agreement exists and is valid prima facie.

Once the Arbitral Tribunal has been constituted, it will sole to decide on its jurisdiction.

II. Introduction to the procedure

A. Request for arbitration

The request for arbitration ("Request") is the first step in the commencement of arbitration proceedings under the Rules. The party wishing to have recourse to arbitration ("Claimant") notifies his Request to the Secretariat by email (administracio@tapa.ad).

The arbitration proceedings will be deemed to have commenced on the date of receipt of the Request by the Secretariat, which will confirm receipt to the Claimant by email.

The Rules grant total freedom in relation to the content of the Request, but it must contain enough elements to enable the respondent ("Respondent") to understand the nature of the dispute and the Arbitral Board to take any necessary decisions at the initial stage of the arbitration, such as fixing the provisions for costs and decisions relating to the constitution of the Arbitral Tribunal.

The elements to be included in the Request are (Art. 3.2):

(i) The request to submit the dispute to arbitration under the Rules, which must be unambiguous.
(ii) Full contact details, i.e., name, address, telephone number and email address of each Claimant and their representatives, and also of each Respondent.
(iii) Clear identification of the arbitration agreement, the document in which it appears and a copy of its content.
(iv) Identification of the contract or other legal document at the source of the dispute.
(v) Description of the nature of the dispute, which must be specific enough to enable the Respondent to understand the subject of the disagreement and prepare its answer ("Answer").
(vi) Any claims, damages or compensation must be clearly specified to enable the Respondent to prepare his Answer and the General Secretary to calculate the provisions for costs and fees. Note that during the arbitration proceedings, new claims will only be admitted if they meet the conditions set forth in Article 16 of the Rules.
(vii) If the arbitration agreement does not state the number of arbitrators, the procedure for constituting the Arbitral Tribunal, or the language or seat of the arbitration, the Claimant must make proposals to that effect.
(viii) If the arbitration agreement provides for the constitution of a tribunal composed of three arbitrators, the Request must specify the name and contact details of the arbitrator designated by the Claimant. This will enable the Arbitral Board to initiate the procedure to confirm the arbitrator in question.
(ix) The Request must include the non-refundable advance payment which will be charged against the administrative expenses provided for in Annex II of the Rules (Art. 3.4).

Once the advance payment has been made, the General Secretary will send a copy of the Request and its annexes to the Claimant, by email.

B. Answer to the Request

The Respondent must send his Answer to the Secretariat, by email, within 30 days from the date on which he received the Request (Art. 4.1).

As stated above in relation to the Request, the Answer can take whatever form the Respondent deems fit, as long as it contains the necessary information for the Claimant to understand it properly and for the Arbitral Board to take any necessary decisions at this initial stage of the procedure, such as fixing provisions for costs and fees and decisions relating to the constitution of the Arbitral Tribunal.

The Answer must include the following elements:

(i) Full contact details, i.e., name, address, telephone number and email address of the Respondent and his representatives.

(ii) If the Respondent intends to challenge the jurisdiction, this must be stated clearly and include grounds. The Arbitral Board will decide whether the arbitration agreement exists or not prima facie. If the Arbitral Board decides that the arbitration can proceed, the Arbitral Tribunal, once constituted, will rule on the challenge of its jurisdiction.

(iii) The Answer must include the Respondent's version of the facts and address the Claimant's arguments and requests for compensation or damages.

(iv) The Respondent's position regarding the composition of the Arbitral Tribunal, its seat and/or the language of the arbitration, if the arbitration agreement does not address this. If the parties cannot agree on the number of arbitrators or the seat of the arbitration, the Arbitral Board will decide (Articles 8.4 and 11.1). If the parties cannot agree on the language of the arbitration, the Arbitral Tribunal will decide (Article 12).

(v) If the agreement stipulates that the Arbitral Tribunal must consist of three members, the Answer must include the name and contact details of the arbitrator designated by the Respondent. This will enable the Arbitral Board to initiate the arbitrator's confirmation process.

The General Secretary can grant the Respondent an extension of the 30-day time limit for sending his Answer, as long as the Respondent answers the Claimant's proposals regarding the number of arbitrators and states the name of the arbitrator he wishes to appoint, if the Arbitral Tribunal is to consist of three members (Art. 4.2).

If the Respondent intends to submit a counterclaim, he must include it in his Answer and specify its grounds and amount (Art. 4.3). The Claimant can answer within 30 days, unless the General Secretary grants an extension (Art. 4.4). Any subsequent and new counterclaim must fulfil the admissibility requirements set forth in Article 16 of the Rules.

C. Consolidation and joinder

Article 6.1 considers two hypotheses in which the Arbitral Board can decide to consolidate arbitration proceedings at the request of a party:

- When a request is submitted for arbitration between parties that are already involved in an ongoing arbitration proceeding under the Rules, or
- When a request is submitted for arbitration between parties that are not identical to the parties in the ongoing arbitration proceedings.

If the parties are not identical, the Arbitral Board must ensure that the arbitration agreements in both cases are not manifestly incompatible.

In both hypotheses, the Arbitral Board will consult the parties and the confirmed arbitrators and consider all relevant circumstances, including any connections between the cases and the stage of the ongoing proceedings, in order to decide on consolidation.

In the event of consolidation, the new case will be joined to the ongoing arbitration proceedings. The Arbitral Board can dismiss the already appointed arbitrators and Article 8.5 will be applied to the constitution of the Arbitral Tribunal.

Article 6.2 contemplates two scenarios for joining third parties:

- Where one or more third parties request to be joined to an ongoing proceedings, and
- Where one party in an ongoing arbitration proceedings requests the participation of one or more third parties in that arbitration.

The Arbitral Board can accept the request for a voluntary or compulsory joinder, after consulting the parties and any appropriate third parties, considering all the circumstances and, in particular, the stage of the ongoing proceedings.

The voluntary or compulsory joinder of a third party will not affect the composition of the Arbitral Tribunal that has already been constituted.

In the case of compulsory joinder, the third party will have the opportunity to submit a challenge to the jurisdiction to the Arbitral Tribunal.

III. The Arbitral Tribunal

A. The arbitrator

Any arbitrator, whether appointed by one of the parties or acting as a sole arbitrator or as president, must be and remain impartial and independent from the parties throughout the arbitration.

Before his appointment or confirmation, the potential arbitrator must send a Statement of acceptance, availability, impartiality and independence (Art. 7.1).

This Statement must mention any fact or circumstance that could call into question his independence in the eyes of one of the parties or could cast reasonable doubt on his impartiality. It must also include the number of ongoing arbitration proceedings in which he acts and in which capacity, in order to evaluate his availability.

When deciding whether to accept the mission and in order to identify any facts that could require disclosure, the potential arbitrator must consider all potentially relevant circumstances and can consult the 2024 IBA Guidelines on Conflicts of Interest in International Arbitration (see the website www.tapa.ad).

If any doubt arises, the arbitrator must choose disclosure. Disclosure does not imply the existence of a problem. However, the Arbitral Board will take into account any failure by the arbitrator to disclose information during the confirmation phase or a challenge procedure.

The arbitrator is bound by the duty of disclosure throughout the arbitration.

Any financing by a third party, when the latter could benefit from the outcome of the arbitration, must be

notified to the General Secretary (Art. 7.2). This notification will enable verification that the involvement of the third-party funder cannot compromise the independence and impartiality required of the arbitrators.

The General Secretary will communicate the arbitrator's Statement to the parties, together with the facts and circumstances mentioned by him, and will set a time limit for the parties to submit their comments.

Any appointment of an arbitrator must be confirmed by the Arbitral Board, which will decide whether the information disclosed by the arbitrator and any objection raised by the parties prevent his confirmation. The Board will also review the arbitrator's availability, competence, qualifications, nationality, independence and impartiality. The Arbitral Board's decision is without recourse and need not be reasoned (Art. 7.4). If the arbitrator is not confirmed, the General Secretary will allow the affected party 15 days to designate another.

On accepting his mission, the confirmed arbitrator undertakes to fulfil it until the end of the proceedings, in accordance with the Rules and as diligently and efficiently as possible. He must take out professional liability insurance.

Any potential or confirmed arbitrator must refrain from any ex parte communication about the arbitration with any of the parties. However, the following communication can be contemplated: (i) If the purpose is to discuss with the potential arbitrator his experience, skills, availability and any potential conflict of interest regarding his possible appointment, or (ii) if the parties agree that the arbitrators can communicate ex parte with them, for the purpose of choosing the president of the Arbitral Tribunal.

In any case, during these ex parte communications, the arbitrators must refrain from expressing any opinion or advice about the merits of the case. See also IBA – Rules of Ethics for International Arbitrators, 1987 (www.ibanet.org).

B. Constitution of the Arbitral Tribunal

The Arbitral Tribunal is composed of one or three arbitrators, as agreed by the parties in the arbitration agreement.

If the parties have not set the number of arbitrators, the Arbitral Board appoints a sole arbitrator, unless the dispute is of a complexity and significance that justifies a three-member tribunal.

Article 8.2 of the Rules addresses the case where the parties choose to have their dispute settled by a sole arbitrator. In this case, the parties must agree on the name of the sole arbitrator and submit it to the Arbitral Board for confirmation. If no appointment is made within 30 days from receipt of the Request by the Respondent, the sole arbitrator will be chosen by the Arbitral Board.

Article 8.3 of the Rules covers the case where the parties agree to a three-member Arbitral Tribunal. Each party must designate their own arbitrator in the Request and Answer. Otherwise, the appointment will be made by the Arbitral Board, which will also appoint the third arbitrator as president, unless the parties agree on another procedure. In the latter case, the arbitrator appointed as president must be confirmed by the Arbitral Board.

If the Arbitral Board decides, in the absence of an agreement between the parties on the number of arbitrators, that the dispute will be settled by three members, the Claimant will designate an arbitrator within 30 days from the decision by the Arbitral Board, and the Respondent will designate his own within

30 days from receipt of the designation made by Claimant. If the Respondent does not designate an arbitrator, the Arbitral Board will appoint him. The president of the Arbitral Tribunal will be appointed by the Arbitral Board (Art. 8.4).

Article 8.5 refers to the constitution of a three-member Arbitral Tribunal in the case of multi-party arbitration that involves several Claimants and/or several Respondents. In this case, the Claimants and Respondents jointly designate their respective arbitrators for confirmation by the Arbitral Board. If no joint designation is made, the Arbitral Board can appoint each member of the Arbitral Tribunal and designate one as the President.

Once the Arbitral Tribunal has been constituted and the advance on costs and fees requested by the Secretariat at this stage of proceedings has been paid, the General Secretary will transmit the case to the arbitrators (Art. 10.1).

C. Challenge and replacement of arbitrators

The Rules provide for a procedure against an arbitrator. This procedure applies to the arbitrators appointed or already confirmed by the Arbitral Board. An arbitrator cannot be challenged on the grounds of facts or circumstances that were known and taken into account at the time of his confirmation by the Arbitral Board.

An arbitrator can be challenged if there are legitimate doubts about his impartiality or independence (Art. 9.1).

A party intending to challenge an arbitrator must make a request to that effect to the Secretariat within 15 days of learning of the grounds for recusal. The request must state the facts and circumstances on which it is based. The Secretariat will send a copy to the arbitrator in question, to the other members of the Tribunal and the parties, to obtain their comments (Art. 9.2).

If the parties fail to reach an agreement or the arbitrator does not resign within fifteen days of the request, the Assembly will, at the request of the Arbitral Board and after the General Secretary has received the comments from the parties and the other arbitrators, decide on the legitimacy of the challenge.

The Assembly's decision is final and need not be reasoned.

As for replacement of an arbitrator, the provisions of Articles 9.3 and 9.4 apply.

A replacement is required in the event of death, resignation, at the request of all parties accepted by the Arbitral Board or further to a challenge upheld by the Assembly. The new arbitrator will be appointed according to the procedure established in Article 8 (see B above).

The arbitrator can also be replaced at the initiative of the Arbitral Board if it finds that the arbitrator is prevented, de jure or de facto, from performing his duties or is not performing them according to the Rules or within the stipulated time limits. In all cases, the relevant arbitrator can only be removed if there is proven inability or serious misconduct that justifies the decision, and after hearing the arbitrator concerned.

After the closing of the proceedings, if the Arbitral Board considers it appropriate and after consulting the parties and the remaining arbitrators, it can decide to allow the latter to continue the arbitration alone and issue any decision or award (Art. 9.5). In this case, no replacement is required.

As a general rule, the proceedings will resume at the stage where the replaced arbitrator ceased to discharge his duties (Art. 9.6).

IV. The arbitral proceedings

A. Conduct of the proceedings and case investigation

The Arbitral Tribunal conducts the proceedings as it deems fit, in accordance with the Rules, ensuring that the parties receive equal treatment and their right to be heard (Art. 10.2), and investigates the case in a fair and swift manner using all the means it deems appropriate.

In particular, the Arbitral Tribunal can choose to hear witnesses or experts, appoint experts of its own choice or ask the parties to submit documents, under penalty if necessary (Art. 17).

It can appoint a secretary of the Arbitral Tribunal, after consulting the parties, whose duties it will define, limiting them strictly to administrative tasks related to the organisation and management of the arbitration. The secretary must meet the same requirements of independence and impartiality as the arbitrators.

With the agreement of the parties and after exchanging the first submissions on the merits of the dispute, the Arbitral Tribunal can hold a hearing to shed light on any issues, de facto o de jure, that it considers require clarification (Art. 10.4).

During the arbitration, all parties must act in good faith and enable the proceedings to be conducted properly, avoiding unnecessary costs and delays. They must also follow the basic standards of courtesy and integrity.

If a party considers that a procedural rule has been breached and intends to report this, he must do so promptly to the Arbitral Tribunal, before the closing of the proceedings, as he will not otherwise be able to refer to it later (Art. 33).

B. Terms of reference and Procedural order

Once the General Secretary has transmitted the file, the Arbitral Tribunal will, on the basis of the statements from the parties and in coordination with them, prepare a document specifying its mission ("Terms of reference", Art. 15).

The Terms of reference must include the information required in Article 15.1 of the Rules, in particular a summary of the parties' claims and the requested decisions, and also indicate any amount claimed as main and ancillary claims or counterclaims. It must also include any provisions relating to the seat of the arbitration, language of the arbitration and the rules applicable to both the procedure and the merits of the dispute, as contemplated in Articles 11, 12, 13 and 14 of the Rules.

The Terms of reference must be drawn up and signed by the parties and the Arbitral Tribunal, and transmitted to the Secretariat within one month after the case is sent to the arbitrators, unless the General Secretary grants an extension. If one of the parties refuses to sign it, the General Secretary will send it to the Arbitral Board for approval (Art. 15.2 and 15.3).

During the preparation of the Terms of reference or soon after its signing, the Arbitral Tribunal will hold a case management conference to consult the parties on the measures it intends to adopt by means of a Procedural order.

The purpose of this conference is to discuss the various issues regarding the organisation of the arbitration and, in particular, the different stages of the proceedings, exchange of submissions and documents,

methods of establishing proof, use of witnesses and/or experts, holding hearings, and any measures relating to data protection and cybersecurity (Art. 15.4).

The Arbitral Tribunal and the parties can also refer to the IBA Rules on Taking Evidence in International Arbitration (2020) and to the IBA Guidelines on Party Representation in International Arbitration (2013), texts that appear on the website www.tapa.ad.

A reference to the "Green Protocols" published by "The Campaign for Greener Arbitration" should be carefully considered (see www.greenerarbitrations.com), as suggested in Article 21 of the Rules.

Finally, the Procedural order must include the provisional timetable that the Arbitral Tribunal intends to follow in the proceedings and must be communicated without delay to the Secretariat and the parties, as well as any subsequent amendment thereof.

C. New claims

After the Terms of reference have been signed, any new claim submitted by the parties must be approved by the Arbitral Tribunal and can only be submitted if it relates to the dispute, as defined in the Terms of reference. On assessing the admissibility of the new claim, the Arbitral Tribunal will take into account the nature of the new claim, its appropriateness in relation to the stage of proceedings and any other relevant circumstance (Art. 16).

D. Conservatory measures

Before the Arbitral Tribunal is constituted, any party that wishes to request conservatory measures can request them from the emergency arbitrator in accordance with the procedure established in Articles 27 and 32 of the Rules (see below, IV. Emergency arbitration).

They can also request conservatory measures from any competent judicial authority, both before and after constitution of the Arbitral Tribunal, as long as they notify the Secretariat of the adopted measures and their effect, for transmission of the information to the Arbitral Tribunal.

Once the Arbitral Tribunal is constituted, it can, at the request of a party, order any conservatory measure it deems fit and, where appropriate, make it subject to the provision of security by the claimant.

The Rules do not specify the form or content of a request for conservatory measures, but it is recommended that the claimant submits it in writing, specifying the requested measures and the grounds. The request must be sent directly to the Arbitral Tribunal with copies to the parties and the Secretariat.

The Arbitral Tribunal is completely free to examine the request in the manner it deems fit, taking into account the circumstances and nature of the requested measures.

The conservatory measures are granted in the form of a reasoned order or award, as decided by the Arbitral Tribunal (Art. 18.1).

In exceptional circumstances, the Arbitral Tribunal may, through a preliminary order, decide ex parte on a request for conservatory measures submitted by a party. The request by the claimant will be sent to the other parties, at the latest with the preliminary order, and the Arbitral Tribunal will invite the other parties to respond (Art. 18.2).

Moreover, note that if the seat of the Arbitral Tribunal is in the Principality of Andorra, the Arbitration Law of 18 December 2014 will govern the proceedings as lex arbitri, unless the parties agree otherwise.

In this case, it will be in the interest of the arbitrators and the parties to refer to the provisions of Chapter V. Conservatory measures and preliminary orders, Articles 28 to 38 of the Law, which will supplement the provisions of the Rules, where appropriate.

E. Hearings

Hearings are an essential part of most arbitration proceedings, but not necessarily all.

In some cases, the Arbitral Tribunal may consider that the submitted documents are sufficient and that hearings with witnesses and experts and oral statements would not add anything to the debates. However, the Arbitral Tribunal must hold a hearing if a party requests one.

It is preferable that the arrangements for hearings be discussed at the initial management conference and specified in another meeting not long before the hearings.

The Arbitral Tribunal will set the hearings timetable. Persons not involved in the proceedings are not allowed to attend unless the Arbitral Tribunal and the parties agree otherwise (Art. 19.1).

The parties appear in person, through duly-authorised representatives, assisted by counsel. The absence of one party, if duly summoned, will not prevent the hearing (Art. 19.2).

Hearings can be held in person or by videoconference, at the discretion of the Arbitral Tribunal (Art. 19.3). When deciding whether a hearing is to be held in person or virtually, the Arbitral Tribunal will consider the circumstances, especially the nature of the hearing, its expected duration, the complexity of the case, and the availability of the interested parties to take part.

In the case of virtual hearings, the parties and the Arbitral Tribunal must agree on the videoconference platforms required to hold the hearings and submit evidence, and decide on any necessary measures to comply with data protection and cybersecurity regulations (see the Checklist for a Protocol on Virtual Hearings and Suggested Clauses for Cyber-Protocols, iccwbo.org).

The reliability and integrity of the submission of evidence are essential, above all to ensure that the statements of witnesses by videoconference are free from undue influence.

F. Closing of the proceedings

The Arbitral Tribunal pronounces the closing of the proceedings when it considers that the parties have had a reasonable opportunity to submit their respective point of view on the issues in dispute to be settled by the award, and must notify the Secretariat and the parties of the date on which it intends to issue the award (Art. 20.1 and 20.2).

V. The award

A. Form and time limits

The award can take different forms. It is considered "preliminary" if it decides on a preliminary issue of the competence of the Arbitral Tribunal or on a procedural issue related, in particular, to the limitation period

or admissibility of a claim. It is considered "partial" if it only decides on one aspect of the dispute, such as a claim or counterclaim. It is considered "final" if it definitively settles the dispute and constitutes the outcome of the arbitration proceedings.

In accordance with Article 23.3, the Arbitral Tribunal can issue final, preliminary or partial awards.

As for the final award, Article 22 of the Rules provides that it must be issued within 6 months from finalization of the Terms of reference, unless the Arbitral Board grants an extension upon a reasoned request from the Arbitral Tribunal or, where appropriate, ex officio.

The parties have the legitimate right to a final award in due course, in accordance with the arbitrators' duty to contribute to the proper conduct of proceedings without undue delays. Wherever possible, the award must be issued within three months after the last and final submission on the merits of the dispute. The General Secretary will oversee compliance with the said time limits and intervene with the Arbitral Tribunal to ensure compliance, if necessary.

Before issuing an award, the Arbitral Tribunal must submit the draft to the Arbitral Board, which can suggest modifications as to the form or make any observations it considers necessary to ensure the lawfulness of the award and its enforcement (Art. 23.1).

The award is issued in writing and approved by a majority of the members of the Arbitral Tribunal or, failing this, by the president alone (Art.23.2). The General Secretary will notify the text, signed electronically, by email to the parties.

B. Corrections and interpretation

If a party considers that the award requires clarification or rectification, correction or additions, it can submit a request to the Arbitral Tribunal within 30 days from receipt of the award, with a copy to the parties and to the Secretariat.

The purpose of the request can be to correct an error of typography or calculation, clarify a specific point, rule on an unsettled claim or amend any decision ultra petita. The other parties will have 30 days to submit any comments (Art. 24.1).

The purpose of such request is to enable the Arbitral Tribunal to correct any fault in the award. However, no party can use it to seek a review or a change in the final decisions found in the Arbitral Tribunal's award.

The Arbitral Tribunal will decide on the request through an addendum to the award, within 30 days after expiry of the period for comments. The addendum will be submitted to the Arbitral Board for approval and will be considered an integral part of the award (Art. 24.2).

C. Consent award

If, before the closing of the proceedings, the parties agree to definitively settle their dispute, the Arbitral Tribunal can, at their request, render a consent award (Art. 23.4).

A consent award must reflect precisely the terms of the transaction as communicated by the parties and need not be reasoned. However, the Arbitral Tribunal must verify that these terms relate to a genuine dispute which it had to deal with and is settled by the consent award (prevention of money laundering).

VI. Costs of arbitration: see Article 25 and Annex II of the Rules

A. Filing fee, advance on costs and provision

The party that submits a request for arbitration must include a non-refundable advance payment of €1000, representing the filing fee, which will be deducted from the provision for administrative expenses to be paid by the Claimant.

The General Secretary can, on receipt of the request, set an advance on the costs of arbitration to cover the expenses incurred until the Terms of reference are drawn. Payment of this advance by the Claimant will be considered a partial payment of the provision subsequently set by the General Secretary and will authorise him to transmit the case to the Arbitral Tribunal upon constitution.

Once the information needed to assess the matter has been received, the General Secretary will determine the provision for costs of arbitration. To determine this amount, the amounts claimed in all the main and ancillary claims and counterclaims will be added together and use be made of the scales established in Tables A and B of Annex II of the Rules (Art. 25.1).

The provision for costs of arbitration is designed to cover the arbitrator's or arbitrators' fees and the administrative expenses of the Arbitral Tribunal. The provision must also include a reasonable amount for the expenses of the Arbitral Tribunal.

As provided for in Article 1.4 of Annex II, the General Secretary can reassess the amount of the provision at any time, to cover, in particular, any increase in the amounts in dispute or the increased complexity of the case.

Payment of the advance on costs of arbitration shall be split equally between the Claimant and the Respondent (Art. 25.2).

If one of the parties does not pay its share, the General Secretary can request the Arbitral Tribunal to suspend examination of the claims submitted by such defaulting party. If the latter continues to default beyond the time limit set by the General Secretary, his claims will be considered withdrawn. In case of challenge, the relevant party can appeal to the Arbitral Board to decide over the matter (Art. 25.4).

B. Arbitrators' fees and expenses

The General Secretary sets the arbitrators' fees based on the amounts in dispute and applying the scales in Table A of Annex II. In general, he will use the average rate in the scales as a starting point. The General Secretary can grant advance payments of fees.

The Arbitral Board can authorise the General Secretary to set the fees higher or lower than the amount resulting from application of the calculation tables, if this seems justified by the exceptional circumstances of the case (Art. 2.1 Annex II).

The final amount of the fees due to the arbitrators will be set by the General Secretary at the end of the arbitration proceedings and will take into account, in particular, the complexity of the case, time dedicated, the diligence of the arbitrators and compliance with the time limits for issuing the award.

Unless the arbitrators agree otherwise, the President will receive 40% of the total fees and each co-arbitrator 30%. The same allocation applies to the advance payments granted by the General Secretary. However,

the Arbitral Board can decide on a different allocation that takes into account the time and effort contributed by each arbitrator (Art. 2.3, Annex II).

As an indication, half of the arbitrators' fees can be paid at the time of signing the Terms of reference and the rest on issuing the final award, unless the General Secretary decides otherwise due to the circumstances of the arbitration.

The arbitrators' travel, accommodation, meals and all other expenses incurred by reason of their mission and, where applicable, those of the secretary of the Arbitral Tribunal, will be considered costs of arbitration and will be reimbursed by the General Secretary on presentation of documentary proof (Art. 2.4, Annex II).

The requests for reimbursement must be submitted as soon as possible after the expenses are incurred. The General Secretary can grant advance payments for expenses.

The payments made to arbitrators by the ATPA do not include IVA (VAT) or any other tax or charge that may be due on the arbitrators' fees. It is the parties' responsibility to pay those taxes but their recovery is a matter to be dealt with between them and each arbitrator.

C. ATPA's administrative expenses

The ATPA's administrative expenses will be decided by the General Secretary using the scale in Table B of Annex II. In exceptional circumstances, he may decide to apply rates other than those in the scale (Art. 3, Annex II).

D. Decision on costs of arbitration

The final award sets the costs of arbitration and decides which party is responsible for payment or how payment is allocated between them (Art. 26.3). The costs of arbitration include, in particular, the fees and expenses of the arbitrators, the ATPA's administrative expenses, the fees and expenses of any experts appointed by the Arbitral Tribunal, any penalties imposed by the latter, costs of hearings, and reasonable costs incurred by parties for preparing and carrying out their case.

In practice, the rule that "costs follow the event" is most frequently adopted. So, and in general, the allocation of costs of arbitration is divided proportionately between the parties, based on the result of their respective claims.

When deciding the costs, the Arbitral Tribunal can also take into account the circumstances of the case and, in particular, the conduct of the parties during the proceedings and the impact of their behaviour on the costs and time of arbitration (Art. 26.4).

VII. Emergency arbitration

A. Emergency Request (Art. 28)

Any party that wishes to obtain urgent conservatory measures that cannot wait for the constitution of an Arbitral Tribunal can request the appointment of an emergency arbitrator through a request sent to the Secretariat by email.

The emergency request ("Emergency Request") must include the following details: names, qualifications and email addresses of the parties, a summary of the facts, a statement of the measures required and the grounds for the emergency, clear identification of the arbitration agreement and proof of payment of the administrative expenses and emergency arbitrator's fees referred to in Article 5 of Annex II of the Rules.

Once the Emergency Request has been received, the Secretariat will send a copy by email to the other parties.

Use of an Emergency Request does not prevent the parties from requesting conservatory measures from any competent judicial authority.

B. Emergency arbitrator (Art. 29)

The Arbitral Board, after verifying the validity prima facie of the arbitration agreement, appoints the emergency arbitrator within five days after receipt of the Emergency Request by the Secretariat.

An emergency arbitrator cannot be appointed after transmission of the case to the Arbitral Tribunal.

Within two days after his appointment, the emergency arbitrator must sign a Statement of acceptance, availability, impartiality and independence, which the Secretariat will send to the other parties. He must remain completely impartial and independent from the parties during the whole emergency arbitration.

The appointment of the emergency arbitrator can be challenged if legitimate doubts arise about his independence or impartiality. This challenge must be made within three days after his appointment or from the date on which the challenging party became aware of the facts supporting the challenge. The Arbitral Board will issue a decision as soon as possible after consulting the emergency arbitrator and the parties.

Unless the parties agree otherwise, the sole arbitrator cannot act as an arbitrator in any arbitration related to the dispute referred to in the Emergency Request.

C. Emergency procedure (Art. 30)

The proceedings will be conducted in the place and language agreed by the parties in the arbitration agreement; failing this, the Arbitral Board will decide.

The arbitrator will establish the timetable for the proceedings as soon as possible. He will conduct the proceedings in the manner he considers most appropriate, in compliance with the adversarial principle and taking into account the emergency context and the nature of the Emergency Request.

The meetings can be held in person or by videoconference, at the arbitrator's discretion, after consulting the parties.

D. Emergency arbitrator's decision (Art. 31)

In accordance with Article 31.2, the emergency arbitrator issues his decision in the form of a signed and reasoned procedural order.

The decision must be issued within fifteen days after receipt of the Emergency Request by the emergency arbitrator. The Arbitral Board can grant an extension pursuant to a reasoned request from the emergency arbitrator or on its own initiative, if deemed necessary.

The emergency arbitrator can subject the measures he grants to specific conditions, including the provision of security by the requesting party. He can also amend or withdraw his decision, at the request of a party.

The emergency arbitrator shall fix the costs of the emergency procedure and their allocation between the parties in the procedural order. The costs of the procedure include the ATPA's administrative expenses and the arbitrator's fees (see E below) and any reasonable expenses incurred by the parties (Art. 31.3).

The emergency arbitrator notifies his decision by email to the parties and the Secretariat.

E. Costs and fees of emergency arbitration (Article 5 of Annex II of the Rules)

The ATPA's costs are set at €1,000 and the emergency arbitrator's fees at €5,000.

Under Article 28.1, the requesting party must pay these amounts at the time of submitting the Emergency Request.

The Arbitral Board can decide to increase these amounts in consideration of the nature of the dispute and the significance of the work done.

F. Effect of the decision (Art. 32)

The emergency arbitrator's decision binds the parties according to its terms and the parties undertake to comply with it without delay.

The parties will cease to be bound by the decision if no request for arbitration is submitted within fifteen days after the decision or once the arbitration proceedings are concluded.

The decision issued by the emergency arbitrator will not be binding on the Arbitral Tribunal, which can amend or cancel it as it deems appropriate.