



RULES OF ARBITRATION OF THE CHAMBER OF MEDIATION, CONCILIATION AND ARBITRATION OF OCCITANIE

Chambre De Médiation De Conciliation Et D'arbitrage D'Occitanie

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Table of Contents

PART 1. ARBITRATION RULES: ORDINARY PROCEDURES	4
PREAMBLE.....	4
ARTICLE 1: DEFINITIONS	4
ARTICLE 2: THE REFERRAL TO THE CHAMBER	5
ARTICLE 3: THE NOTICE OF ARBITRATION	5
ARTICLE 4: NOTICE OF ARBITRATION PURSUANT TO ARBITRATION AGREEMENT	6
ARTICLE 5: THE NOTICE OF ARBITRATION PURSUANT TO ARBITRATION CLAUSE.....	6
ARTICLE 6: THE ANSWER TO THE NOTICE OF ARBITRATION.....	7
ARTICLE 7: NOTIFICATIONS AND COMMUNICATIONS.....	8
ARTICLE 8: THE CONSITUION OF THE ARBITRAL TRIBUNAL.....	8
ARTICLE 9: REFUSAL OF APPOINTMENT	9
ARTICLE 10: INDEPENDENCE AND IMPARTIALITY OF THE ARBITRATORS.....	10
ARTICLE 11: THE REPLACEMENT OF AN ARBITRATOR	10
ARTICLE 12 – THE CHALLENGE OF THE ARBITRATOR	11
ARTICLE 13. PRELIMINARY MEETING	11
ARTICLE 14 – THE COMPETENCE OF THE ARBITRAL TRIBUNAL.....	12
ARTICLE 15. THE COMMITMENTS OF THE PARTIES TO THE ARBITRATION	13
ARTICLE 16. PLACE AND LANGUAGE OF THE ARBITRATION	13
ARTICLE 17. RULES APPLICABLE IN SUBSTANCE	13
ARTICLE 18. THE DIFFERENT POWERS OF THE ARBITRAL TRIBUNAL.....	14
ARTICLE 19. ASSISTANCE AND REPRESENTATION	14
ARTICLE 20. CONSOLIDATION	14
ARTICLE 21. MULTIPLE CONTRACTS.....	15
ARTICLE 22. JOINDER OF ADDITIONAL PARTIES.....	15
ARTICLE 23. CONTRADICTORY ARBITRATION AGREEMENTS	16
ARTICLE 24. CONSERVATORY AND INTERIM MEASURES	16
ARTICLE 25. CHANGING THE CALENDAR	17
ARTICLE 26. MEDIATION AND CONCILIATION DURING ARBITRATION	17
ARTICLE 27. CLOSING OF THE EXCHANGES.....	17
ARTICLE 28. CLOSING THE PROCEEDINGS	17
ARTICLE 29. DEADLINES	18
ARTICLE 30. FORM AND CONTENTS OF THE AWARDS	18
ARTICLE 31. THE END OF THE ARBITRAL TRIBUNAL’S MISSION.....	19
ARTICLE 32. THE EXECUTION OF THE AWARD.....	19
ARTICLE 33. NOTIFICATION OF THE AWARD TO THE PARTIES.....	20
ARTICLE 34. ARBITRATION AND ARBITRATOR’S FEES.....	20
ARTICLE 35. MATERIAL ERROR OR OMISSION	20
ARTICLE 36. INTERPRETATION OF THE AWARD.....	20
ARTICLE 37. OMISSION	21
ARTICLE 38. APPLICATION AND INTERPRETATION OF THE RULES	21
ARTICLE 39. THE LIMITATION OF LIABILITY.....	21
ARTICLE 40. CONFIDENTIALITY	21
ARTICLE 41. NON-PARTICIPATION	22
ARTICLE 42. WAIVER TO THE RIGHT TO OBJECT	22

ARTICLE 43. PROVISIONS REGARDING ONLINE DISPUTE RESOLUTION.....	22
ARTICLE 44. PUBLISHING OF THE AWARD	22

PART 2. ARBITRATION RULES: SIMPLIFIED PROCEDURE..... 23

PREAMBLE.....	23
ARTICLE 1. THE SCOPE OF APPLICATION	23
ARTICLE 2. THE NOTICE OF ARBITRATION	24
ARTICLE 3. NOTICE OF ARBITRATION PURSUANT TO AGREEMENT	24
ARTICLE 4: THE NOTICE OF ARBITRATION PURSUANT TO ARBITRATION CAUSE	25
ARTICLE 5. THE ANSWER TO THE NOTICE OF ARBITRATION.....	26
ARTICLE 6. COMMUNICATION AND NOTIFICATION	27
ARTICLE 7. SOLE ARBITRATOR.....	27
ARTICLE 8. PROCEEDINGS	28
ARTICLE 9. THE SUBSTANTIVE LAW.....	29
ARTICLE 10. ARBITRATION FEES	29
ARTICLE 11. CONSOLIDATION	29
ARTICLE 12. MULTIPLE CONTRACTS.....	30
ARTICLE 13. JOINDER OF ADDITIONAL PARTIES.....	30
ARTICLE 14. INTERPRETATION OF THE RULES.....	31
ARTICLE 15. THE DIFFERENT POWERS OF THE ARBITRAL TRIBUNAL.....	31
ARTICLE 16. REFERRAL REQUEST	32
ARTICLE 17. PLACE AND LANGUAGE	32
ARTICLE 18. THE AWARD	32
ARTICLE 19. MATERIAL ERROR OR OMISSION	33
ARTICLE 20. INTERPRETATION OF THE AWARD.....	34
ARTICLE 21. OMISSION	34
ARTICLE 22. THE LIMITATION OF LIABILITY.....	34
ARTICLE 23. CONFIDENTIALITY	34
ARTICLE 24. NON-PARTICIPATION	35
ARTICLE 25. WAIVER TO THE RIGHT TO OBJECT	35
ARTICLE 26. PROVISIONS REGARDING ONLINE DISPUTE RESOLUTION.....	35

PART 3. ARBITRATION RULES: EMERGENCY PROCEDURE..... 36

PREAMBLE.....	36
ARTICLE 1. THE SUBJECT OF THE EMERGENCY ARBITRATION	36
ARTICLE 2. EMERGENCY ARBITRATION REQUEST	36
ARTICLE 3. APPOINTMENT OF THE EMERGENCY ARBITRATION	38
ARTICLE 4. CHALLENGE OF THE ARBITRATOR	38
ARTICLE 5. SUBSTANTIVE LAW	39
ARTICLE 6. PLACE AND LANGUAGE OF THE EMERGENCY ARBITRATION	39
ARTICLE 7. PROCEDURE	39
ARTICLE 8. THE EMERGENCY ARBITRATION ORDER.....	39
ARTICLE 9. EMERGENCY ARBITRATION FEES	40
ARTICLE 10 - NOTICES AND COMMUNICATIONS.....	41
ARTICLE 11. LIMITATION OF LIABILITY	41

ANNEXES.....42

ANNEX 1. TABLE OF FEES OF THE ARBITRAL TRIBUNAL AND OF THE COSTS OF ADMINISTRATION OF THE ORDINARY ARBITRATION PROCEDURE	43
ANNEX 2. TABLE OF FEES OF THE ARBITRAL TRIBUNAL AND OF THE COSTS OF ADMINISTRATION OF THE SIMPLIFIED ARBITRATION PROCEDURE.....	44
ANNEX 3. TABLE OF FEES OF THE ARBITRATOR AND ADMINISTRATION COSTS OF THE EMERGENCY ARBITRATION PROCEDURE	45
ANNEX 4. ARBITRATION CLAUSES	46

PART 1. ARBITRATION RULES: ORDINARY PROCEDURES

PREAMBLE

The main activity of the Chamber of Mediation, Conciliation and Arbitration of Occitanie (CMCAO) is to procure, by judicial or conventional Mediation, Conciliation or Arbitration and in accordance with its rules, the solution of disputes brought before it.

The modalities of arbitration are governed by the present Rules of Arbitration of the Chamber, which are applicable to all proceedings initiated after January 1st, 2021.

Moreover, the appointed arbitrators are required to respect the charter of ethics and professional behavior provided by the CMCAO.

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

The ordinary arbitration is applicable a priori, to all disputes unless the parties agree to the application of another.

ARTICLE 1: DEFINITIONS

All terms in the following Rules shall be interpreted according to the following definitions:

- “Chamber” refers to the Chamber of Mediation, Conciliation and Arbitration of Occitanie (CMCAO)
- “Arbitral Tribunal” refers to one or many arbitrators.
- “Claimant”, “Respondent” and “Third Party” refers respectively to one or more Claimants, Respondents or Third Parties.
- “Party” or “Parties” refers to the Claimant, the Defendant and the Third-Party joining the Arbitration
- “Notice of Arbitration” or “Notices of Arbitration” refer to any claim one party initiates against the other.
- “Arbitration Committee” refers to the comity in charge of the constitution of the Arbitral Tribunal and of the estimation of the cost of arbitration.
- “Award” is either the interim, partial, additional or final Award.

ARTICLE 2: THE REFERRAL TO THE CHAMBER

2.1. The notice of Arbitration is sent either conjointly by the parties or by one of the parties, to the CMCAO via registered mail, return receipt requested, at its General Secretariat Headquarters: 10 Boulevard d'Arcole – CS 31532 – 31015 TOULOUSE Cedex 6.

2.2. The parties expressly undertake, in or subsequent to the arbitration clause or agreement, to submit their dispute to institutional arbitration, expressly stipulating their willingness to apply the CMCAO's procedures. Otherwise, the Ad Hoc arbitration procedures also provided by the CMCAO shall apply.

ARTICLE 3: THE NOTICE OF ARBITRATION

3.1. The notice of arbitration is only admissible if it is formulated by virtue of the Arbitration Clause or the Arbitration Agreement mentioning the intervention of the CMCAO.

3.2. In all cases, the referral to the CMCAO automatically entails the application of the provisions of these Rules.

3.3. The Notice of Arbitration is submitted in as many copies as the number of parties and arbitrators as well as an additional copy for the CMCAO.

3.4. In order to successfully register the Notice of Arbitration, the Claimant shall pay the administration fees entered into force at the date of the Notice of Arbitration. This Administration fee shall be deducted from the Arbitration fee pursuant to the Article 8 hereafter.

3.5. Upon receipt of the Notice of Arbitration by the General Secretary, which is in conformity with the provisions of the Articles 3 to 5 of these Rule, the Arbitration period shall be interrupted.

ARTICLE 4: NOTICE OF ARBITRATION PURSUANT TO ARBITRATION AGREEMENT

4.1. The request for arbitration can be made upon agreement, after the dispute has developed.

The Agreement shall include:

- The Personal Data or the company name and the addresses of the parties.
- The names and addresses of the parties' representatives, if any.
- A summary of the facts.
- The subject of Arbitration.
- The modality of the procedures of Arbitration.
- The referral to the chosen procedural rules of the arbitration institution.
- The name and address of the Appointed Arbitrator(s), if such appointed has been taken place, an indicative list of arbitrators shall be provided by the Chamber.
- The payment of the administration fees entered into force at the date of the Notice of Arbitration. This fee shall be deducted from the provision of arbitration as outlined in the article 8 hereafter.
- The signature of the parties.

4.2. The Notice of Arbitration pursuant to the Arbitration Agreement sets the terms of the dispute. It should be in writing. It does not necessarily require the answer of the Respondent since it normally reflects the will of all the parties. The Notice of Arbitration, which is in virtue of the Arbitration Agreement, gives jurisdiction to Arbitration and is in conformity with the articles 3 and 4 of the present Rules, it shall interrupt the Arbitration periods upon its receipt by the General Secretary.

ARTICLE 5: THE NOTICE OF ARBITRATION PURSUANT TO ARBITRATION CLAUSE

5.1. The Notice of Arbitration may be in virtue of an Arbitration Clause. In this case, the Notice of Arbitration shall include:

- The Personal Data or the name of the company and the addresses of the parties.
- The name and addresses of the representatives of the parties, if any.
- A summary of the facts.
- The subject of the Notice of Arbitration.
- The choice of the Claimant regarding the Procedures.
- The Arbitration Clause and if available, the agreement of the parties concerning the Arbitration Procedures and the exchanges.
- The name and address of the Appointed Arbitrator, if such appointed has been taken place, an indicative list of arbitrators shall be provided by the Chamber.
- A referral to the procedure rules of the Arbitration institution.
- The payment of the administration fees enforced at the date of the filing of the Notice of Arbitration. This fee shall be deducted from the provision of arbitration as outlined in article 8 hereafter.
- The signature of the party requesting the arbitration.

5.2. The Notice of Arbitration in virtue of an Arbitration Clause shall be in writing and filed via registered mail, return receipt requested. This Notice of Arbitration requires an answer from the Respondent. If it is in conformity with the articles 3 and 5 of these Rules, it shall, interrupt the Arbitration period upon its receipt by the General Secretary.

ARTICLE 6: THE ANSWER TO THE NOTICE OF ARBITRATION

6.1. Upon its registration, the Notice of Arbitration shall be notified to the Respondent by the General Secretary. The Respondent has to send the response to the General Secretary within a month of the receipt of the Notice of Arbitration.

6.2. The answer shall include:

- The summary of the facts.

- The answer of the Respondents regarding the Claimant's claims and arguments.
- The counterclaims of the Respondents, if any.
- The name of the appointed arbitrator. In case such appointed has not occurred, the Chamber shall provide an indicative list of names of Arbitrators.
- The Arbitration procedures agreed upon by the parties.

6.3. The answer is sent to the General Secretary via registered mail, return receipt requested with a proof of notification of the answer to the Claimant. Upon receipt of the answer, or 8 days after the expiration of the deadline to send the answer, the Arbitration file shall be transferred to the Arbitration committee and the Claimant is notified.

ARTICLE 7: NOTIFICATIONS AND COMMUNICATIONS

7.1. The memorandums, the exchanges and the documents conducted by the parties, shall be submitted in as many copies as the number of the parties and the arbitrators, as well as an additional copy for the CMCAO.

7.2. At the request of one of the parties, all exchanges with the CMCAO may be conducted through the Secured electronic address of the CMCAO. In order to guarantee the respect of the principle of fair hearing, the contradictory principle and to conduct fast and efficient procedures, the secured electronic address of the CMCAO shall be notified to the parties upon the receipt of the Notice of Arbitration. The arbitrators shall also provide a secured electronic address.

7.3. All exchanges shall be sent to the addresses indicated by the parties or to the representatives. Changes to the addresses shall be immediately communicated to the General Secretary of the CMCAO.

ARTICLE 8: THE CONSITUTION OF THE ARBITRAL TRIBUNAL

8.1. Unless otherwise agreed by the parties, the arbitration Committee shall decide the number of Arbitrator.

Unless otherwise agreed by the parties, the Arbitration Committee shall, in the case of the appointment of three arbitrators, acknowledge the appointment of the parties and appoint the Presiding Arbitrator.

Unless otherwise agreed by the parties, the Arbitration Committee shall appoint the sole arbitrator.

An indicative list of names of Arbitrators shall be provided by the Chamber to the Parties and to the Arbitration Committee.

8.2. Once the arbitrators accept their mission, the Arbitral Tribunal is declared constituted. However, the official referral to the Arbitral Tribunal shall be concluded after both, the payment is settled and the preliminary meeting between the parties and arbitrators has taken place. Once the file is transferred to the Arbitral Tribunal, the arbitration deadline shall begin to run.

8.3. Regarding a plurality of arbitrators, In case of failure of one of the parties to appoint an arbitrator, the Arbitration Committee shall systematically proceed to the appointment of the arbitrator. However, the Committee shall not appoint one of its members.

8.4. The arbitration Committee shall decide the provision of arbitration in accordance with the annexed table (Ordinary procedure – addendum 1). The provision shall entail the fixed share of the arbitration fees and the arbitrators' fees.

In case of refusal or failure of one the parties to pay their dues, the other parties shall pay on their behalf. If need be, the Arbitral Tribunal shall decide not to proceed with the Arbitration proceedings.

ARTICLE 9: REFUSAL OF APPOINTMENT

9.1. The arbitrators may refuse their appointment. The refusal shall be notified to the Arbitration Committee who will deliver the refusal to the parties as soon as possible. After having consulted the parties, the Arbitration Committee shall proceed to the appointment of the replacement arbitrators.

9.2. The arbitration period shall be suspended until the arbitrator accepts his/her mission.

9.3. Unless explicitly justified, the appointed arbitrator who has accepted his/her mission is required to pursue it until complete. If the mission is incomplete without a legitimate reason, the arbitrator shall be held personally liable towards the parties and the CMCAO.

ARTICLE 10: INDEPENDENCE AND IMPARTIALITY OF THE ARBITRATORS

10.1. The Arbitrator shall undertake to conduct him/herself as an independent and impartial judge.

10.2. Before accepting his/her mission, the appointed arbitrator shall address to the Arbitration Committee a declaration of independence and impartiality and the arbitrator shall disclose all the circumstances that could affect an objective or subjective independence and impartiality.

The arbitrator shall undertake to disclose all necessary information throughout the entire arbitration procedure. The Arbitration Committee shall notify the parties of all the disclosed circumstances that may affect the independence or impartiality of the Arbitrator. The Arbitrator shall only accept his/her mission after the parties have agreed to his/her appointment despite knowledge of the circumstances.

ARTICLE 11: THE REPLACEMENT OF AN ARBITRATOR

11.1. In the event of impediment, death, withdrawal, or failure of an arbitrator to fulfil the mission suspected by the Arbitration committee, a substitute arbitrator shall be appointed pursuant to the Article 8 of these rules. The Arbitration periods are suspended from the day of the event that justifies the replacement took place, until the appointed replacement arbitrator accepts the mission.

11.2. After closing the proceedings, the CMCAO may decide to continue the arbitration with the remaining arbitrators, rather than replace the missing arbitrator, if deemed necessary. The CMCAO shall take into account the views of the remaining arbitrators and of the parties and any other matter that it considers appropriate.

11.3. After the notification of the decision of the Arbitration Committee, the parties are entitled to ask the revision of the entire decision or part of it. The Committee may modify the decision according to the views of the parties and the circumstances, if deemed necessary.

ARTICLE 12 – THE CHALLENGE OF THE ARBITRATOR

12.1. Before the beginning of the arbitration proceedings, the arbitrators, whether appointed by the parties or by the Arbitration Committee, may be challenged by any of the parties within 30 days following the date of knowledge of any circumstance that took place after the appointment.

12.2. The Challenge is sent to the Arbitration Committee who will render a decision after listening to all the parties and the arbitrators. The committee is entitled to issue a decision without justifications. The arbitration period is suspended from the day of the filing of the notice of challenge until the day after the notification of the committee's decision to the arbitrators and the parties.

12.3. If the challenge is accepted, the parties and the committee shall proceed to appointing a new arbitrator pursuant to the article 8 of these Rules.

ARTICLE 13. PRELIMINARY MEETING

13.1. The arbitration proceedings start with a preliminary meeting. During the meeting the parties are required to sign the minutes of the preliminary meeting and the arbitrators have to explain and elaborate their mission:

- If the notice of arbitration is filed pursuant to an arbitration agreement, the terms of the arbitration proceedings mentioned by the parties in the agreement are stated in the minutes of the preliminary meeting. Any modification and addition has to be accepted unanimously by the parties.
- If the notice of arbitration is filed pursuant to an arbitration clause, the Arbitral Tribunal shall conduct the preliminary meeting in accordance with the demands and answers of the parties. The parties may complete their answers and demands during this meeting.

- The parties shall indicate whether they wish to resolve their dispute according to the rules of law or equity.

13.2. The preliminary meeting is organized once the arbitrators have accepted their mission and the parties have settled the advance on the Arbitration and Arbitrators' fees.

13.3. During the Preliminary Meeting the Arbitral Tribunal shall decide:

- The arbitration calendar (the date of the hearings, the witness and expert hearings, the date of closing the debates, the date of the issuance of the award, etc.).

- The language of the arbitration.

- The place of the hearings.

- The law and the procedure applicable.

- If need be, the external experts.

13.4. In case of silence of the arbitration agreement, the arbitral tribunal shall decide the arbitration proceedings according to the nature of the dispute. The Arbitral Tribunal shall inform its decision to the parties.

13.5. The arbitration proceedings shall be executed by the appointed Arbitral Tribunal who acts under its own name.

ARTICLE 14 – THE COMPETENCE OF THE ARBITRAL TRIBUNAL

14.1. The Arbitral Tribunal decides on its own competence and the validity of the Notice of Arbitration.

14.2. The objection of jurisdiction shall be raised before the submission of the first substantive defense. The party who, without reasonable cause, does not raise any procedural irregularity shall be deemed to have waived its right to object.

14.3. The Arbitral Tribunal is not bound to comply with the deadlines and formalities that are suited for the State Courts.

ARTICLE 15. THE COMMITMENTS OF THE PARTIES TO THE ARBITRATION

15.1. The arbitrators and the parties undertake to act swiftly and in good faith.

15.2. The parties shall respect the principal of adversarial procedure. The parties shall exchange, during the deadline agreed upon in the minutes of the preliminary meeting, any information necessary, their memorandums and any documents they intend to use.

15.3. The Arbitral Tribunal shall ensure the respect of the principle of Contradictory. The Arbitral Tribunal may dismiss from the hearing any documents that hasn't been properly communicated to the parties.

ARTICLE 16. PLACE AND LANGUAGE OF THE ARBITRATION

16.1. Unless otherwise agreed by the parties, the arbitration shall take place at the headquarters of the General Secretariat of the CMCAO. If deemed necessary, the Arbitral Tribunal may conduct the meeting or the hearings in another place.

16.2. The language of the arbitration shall be chosen by the parties. Otherwise, the Arbitral Tribunal shall decide the language based on the characteristics of the dispute.

16.3. As long as the language is still undetermined, the French language shall be used for the communications.

ARTICLE 17. RULES APPLICABLE IN SUBSTANCE

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

17.2. Otherwise, the Arbitral Tribunal shall apply the rules of law that it deems appropriate. If none of the parties expresses an opinion regarding the law applicable to the substance of the dispute, the Arbitral Tribunal shall apply the law that it deems appropriate.

17.3. The Arbitral Tribunal shall decide according to the law unless the parties qualify it as Amiable Compositeur.

ARTICLE 18. THE DIFFERENT POWERS OF THE ARBITRAL TRIBUNAL

18.1. The Arbitral Tribunal may:

- a. Render provisional decisions or partial awards.
- b. Order expert opinions or any investigatory measure that are deemed necessary and set their conditions and deadlines, either automatically or at the request of one of the parties.

18.2. The Arbitral Tribunal has even in ex officio, the broadest powers to investigate all the elements and facts that are required to render the decision.

18.3. Any difficulty during the proceedings conducted by the expert that has not been settled by said expert or the parties, shall be submitted to the Arbitral Tribunal.

ARTICLE 19. ASSISTANCE AND REPRESENTATION

19.1. The parties may be represented by any person of their choice.

19.2. Either the Arbitral Tribunal or the General Secretary may at any moment, ask the Representative of the party to disclose the evidence of the mandate of representation.

ARTICLE 20. CONSOLIDATION

20.1. The Arbitration Committee may on its own initiative or at the request of the parties, consolidate different arbitrations pending before the CMCAO.

20.2. Three cases allow the consolidation:

- The parties have to unanimously agree.
- All Notices of Arbitration shall be submitted pursuant the same Arbitration Clause or the same Arbitration Agreement.
- The Notices of Arbitration shall be in virtue of multiple contracts in conformity with the article 21 of these Rules and the Arbitrations only implicate parties of the same commercial transaction.

ARTICLE 21. MULTIPLE CONTRACTS

21.1. Some dispute may implicate a number of parties, who are not directly related but are players in the same commercial operation that necessitates the conclusion of multiple different contracts. If the multiple contracts have arbitration clauses referring to the CMCAO, the Claimant who wishes to consolidate may choose to, either:

a. Send a Notice of Arbitration pursuant to each arbitration clause followed by a request to consolidate; or

b. Send a Notice of Arbitration pursuant to all the arbitration clauses.

21.2. In case of filing multiple Notices of Arbitration, the claimant shall pay the administrative fee entered into force at the date of filing the arbitration Notices only once.

21.3. The arbitration Committee shall decide on the request of consolidation. In case of refusal, the Claimant has to send within 15 days of the day of receipt of the refusal, a proper Notice of Arbitration to each party.

ARTICLE 22. JOINDER OF ADDITIONAL PARTIES

22.1. A third party may ask to join the arbitration proceedings.

22.2. Any party to the arbitration may ask of the Arbitral Tribunal the joinder of a third party.

22.3. In case the Notice of Arbitration is filed pursuant to an Arbitration Clause, the acceptance of a joinder request filed after the preliminary meeting is subject to the consent of all the parties and the third party.

22.4. In case the Notice of Arbitration is filed pursuant to an Arbitration Agreement, the joinder is subject to the unanimous consent of the parties and the third party.

22.5. Whether the request of joinder is sent by the Third party or one of the parties, a third party is considered party to the arbitration starting from the day the request of joinder is received by the Arbitral Tribunal.

22.6. The joinder request shall include:

- The name and address of the third party.
- The name and address of the third party's representative, if any.
- The name and address of the Party asking for the Joinder, if applicable.
- The consent of the Third party on the appointed Arbitral Tribunal and if available the Arbitration clause.
- The reference of the existent file of the pending Arbitration.
- The full name, description and address of the parties of the arbitration.
- A summary of the facts.
- The subject of the request and the claims of the third party.
- The signature of the third party.

22.7. The joinder request and if available, the answer of the third party, shall be sent to the General Secretary of the CMCAO in as many copies as the number of parties and arbitrators and an additional copy to the CMCAO.

ARTICLE 23. CONTRADICTORY ARBITRATION AGREEMENTS

23.1. In case of contradiction in different arbitration clauses conferring jurisdiction to different Arbitration Tribunals, the will of the parties shall be applicable to decide this dispute.

23.2. In case of contradiction in different arbitration clauses conferring jurisdiction to different Arbitration Tribunal and in case of lack of agreement of the parties, the Clause referring to the CMCAO shall prevail over the other clauses.

ARTICLE 24. CONSERVATORY AND INTERIM MEASURES

24.1. Parties to an Arbitration Agreement may, before or after the constitution of the Arbitral Tribunal, initiate an emergency procedure pursuant to the third part of these rules.

24.2. The Arbitral Tribunal may, at the request of one of the parties, issue the appropriate conservatory and interim measures, as long as the decision are properly motivated.

ARTICLE 25. CHANGING THE CALENDAR

25.1. The hearings shall take place at the time agreed upon during the preliminary meeting. The Arbitral Tribunal may however, add one or more hearing to the initial program, if deemed necessary.

25.2. Any and all request to refer the case to another Tribunal shall be submitted to the Arbitral Tribunal, 8 days before the date of the hearing.

25.3. The Arbitral Tribunal is in a position to judge the referral request.

ARTICLE 26. MEDIATION AND CONCILIATION DURING ARBITRATION

26.1. Upon the request of one of the parties, the president of the Arbitral Tribunal shall invite the parties to consider Mediation or Conciliation. The arbitration is suspended during Mediation or Conciliation.

26.2. The Arbitration proceedings shall continue once the president of the Arbitral Tribunal establishes the failure of the Conciliation or the Mediation.

Article 27. CLOSING OF THE EXCHANGES

27.1. The date of closing of the exchanges is fixed during the Preliminary meeting.

27.2. After this date, no claim, plea or document may be submitted unless it is requested by the Arbitral Tribunal or the parties have given their unanimous consent to the submission.

Article 28. CLOSING THE PROCEEDINGS

28.1. The date of closing the proceedings is decided by the Arbitral tribunal when it considers it has sufficient information to render the Award. The Arbitral Tribunal proceeds then to the deliberation.

28.2. The Arbitral Tribunal may, after declaring closing the proceedings, reopen the proceedings, in order to allow the parties to submit the necessary comments on clarification that are requested from them.

28.3. The decision to reopen the proceedings shall under no circumstances, be subject to any objection.

Article 29. DEADLINES

29.1. The Award shall be rendered within 6 months after the date of the Notice of Arbitration.

29.2. However, the Arbitration Committee may, at the request of the Arbitral Tribunal or the parties, decide to extend the deadline by another three months, as long as the extensions do not exceed five times, unless otherwise agreed by the parties.

ARTICLE 30. FORM AND CONTENTS OF THE AWARDS

30.1. The award shall include:

- The full name of the Arbitrators.
- The place of arbitration.
- The language of Arbitration.
- The rule of law.
- The rules of procedure.
- Summary of the submissions and claims of the parties.
- The statement of the reasons.
- The date.
- The signature of all the Arbitrators.

30.2. The Arbitral Tribunal shall include the arbitration fees in the Award and distribute the costs and expenses on the parties. The Arbitral Tribunal Shall stipulate the decisions.

30.3. In case of a plurality of Arbitrators, the Arbitral Tribunal shall decide with the majority of its members. In the event that an arbitrator refuses to sign a mention shall be stipulated in the Award in order to consider it signed by all the Arbitrators. The deliberation of the Arbitrators and their decisions are secret.

30.4. In all the Arbitrations with a sole arbitrator and in all the international Arbitrations, the Awards shall be read by the Arbitration Committee before being notified to the parties or their representatives.

30.5. Once the payment of the Arbitration fees is settled in full, the Award shall be submitted by the Arbitral Tribunal to the General Secretary of the CMCAO. It is sent to the parties via registered mail with return receipt.

30.6. The Award shall be submitted, by either one of the parties or by the General Secretary who is acting on behalf of the CMCAO, to the judicial court in order to be recognized and executed.

30.7. The Awards are final and not subject to appeal, unless otherwise agreed by the parties.

ARTICLE 31. THE END OF THE ARBITRAL TRIBUNAL'S MISSION

31.1. The mission of the Arbitral Tribunal shall be declared concluded once the Award is rendered.

31.2. The Award has the force of res judicata.

ARTICLE 32. THE EXECUTION OF THE AWARD

32.1. Unless otherwise agreed by the parties, the Awards are final and not subject to appeal, the application of the present rules entails the waiver of the right to object.

32.2. In international Arbitration, the parties agree to waive their right to submit an action to annul the Award.

32.3. The Awards are automatically provisionally enforceable, notwithstanding any action against the Award, unless otherwise stated in the Award.

32.4. It is the parties' responsibility to pursue in good faith and without delay the execution of the Award.

32.5. The General Secretary of CMCAO shall collaborate with the parties in order to complete the necessary formalities to which arbitration may give rise.

ARTICLE 33. NOTIFICATION OF THE AWARD TO THE PARTIES

33.1. The Award is delivered to the General Secretary by the Arbitral Tribunal.

33.2. Once the arbitration fees are paid in full, the Award is immediately notified to the parties by the General Secretary by registered mail with return receipt.

ARTICLE 34. ARBITRATION AND ARBITRATOR'S FEES

34.1. The arbitration administration fees include the fees of establishing the Arbitral Tribunal and the expenses due to the interim measures undertaken during the arbitration proceedings.

34.2. A table to calculate the fees of the Arbitral Tribunal and the administration fees is annexed to these rules.

34.3. The provision and the entire amount of arbitration are decided by the arbitration committee and the General Secretary invites the parties to their settlement.

ARTICLE 35. MATERIAL ERROR OR OMISSION

35.1. The Arbitral Tribunal may, on its own initiative or at the request of one of the parties, rectify the material mistakes or omissions that may influence the Award in accordance with the facts or what the reason dictates.

35.2. In case of lack of correction by the Arbitral Tribunal, it is up to the parties to take the necessary measures.

ARTICLE 36. INTERPRETATION OF THE AWARD

36.1. Either one of the parties may request the interpretation of the Award by the Arbitral Tribunal.

36.2. If the Arbitral Tribunal may be reunited, it shall be invited to reunite by the Arbitration Committee. However, if this reunion is impossible, it is up to the parties to take the necessary measures.

ARTICLE 37. OMISSION

37.1. The Arbitral tribunal who failed to render a decision on one of the claims, may be requested to complete the Award. Upon the request of one the parties, the Arbitral Tribunal is invited to reunite, within a month of the notification of the Award, if such reunion is still possible. Otherwise, it is up to the parties to take the necessary measures.

37.2. The arbitrators shall not be liable towards the parties in case of omission, or any action relate to the Award, except in case of gross negligence.

ARTICLE 38. APPLICATION AND INTERPRETATION OF THE RULES

38.1. The Arbitration Request is heard and decided according to the present rules of the CMCAO and its annexes entered into force on the date of the Notice of Arbitration.

38.2. The CMCAO shall give any and all interpretation to the present Rules.

38.3. The French version of these Rules shall prevail over the translated versions.

ARTICLE 39. THE LIMITATION OF LIABILITY

39.1. The arbitrator shall be held liable in case of violation of the obligations of impartiality and good faith or, in case of fraud or serious misconduct or, in case of denial of justice.

39.2. The Arbitral Tribunal, and any person appointed by it, the Arbitration Committee, the General Secretary, the CMCAO and its personnel, shall not be held liable for any other conduct.

ARTICLE 40. CONFIDENTIALITY

40.1. Unless otherwise agreed by the parties, the parties, the Arbitral Tribunal, the Arbitration Committee, the General Secretary and all the participant in the arbitration undertake to deal with all the proceedings related to the arbitration in confidentiality.

40.2. Failure to comply with the principle of confidentiality shall lead to disciplinary actions pursuant to the Deontology charter of the CMCAO.

ARTICLE 41. NON-PARTICIPATION

41.1. If one of the parties refuses or does not participate in the arbitration or in one of its proceedings, the arbitration shall continue notwithstanding such failure.

41.2. The Arbitration shall, nevertheless, remain contradictory.

ARTICLE 42. WAIVER TO THE RIGHT TO OBJECT

42.1. The Party that has, despite knowing of the irregularity, proceeded with the arbitration without bringing it to the attention of the Arbitral Tribunal within 30 days of the knowledge of violation of the present rules, the annexes, the deontology charter, the instruction of the Arbitral tribunal or any other procedural rules stipulated in the arbitration agreement, shall be deemed to have waived the right to object.

42.2. In this case, the party who has waived its right loses the right to invoke the irregularity during the arbitration proceedings.

ARTICLE 43. PROVISIONS REGARDING ONLINE DISPUTE RESOLUTION

43.1. The CMCAO is not concerned by the Decree n°2020-1682 of the December 23rd, 2020 that regulates the Online dispute resolution procedures.

43.2. Holding Hearing via videoconferences do not qualify the arbitration, mediation or conciliation as online dispute resolution procedures.

ARTICLE 44. PUBLISHING OF THE AWARD

44.1. The CMCAO may publish an award after acquiring the consent of all the involved parties and arbitrators.

44.2. The parties and arbitrators may authorize publishing the award under the condition that their name be redacted.

PART 2. ARBITRATION RULES: SIMPLIFIED PROCEDURE

PREAMBLE

The rules of Simplified Arbitration Procedure shall be applicable to all arbitrations that do not require the deliberation of several arbitrators in order to render the decision, a sole arbitrator is enough to resolve the dispute.

First, the disputes whose value is estimated by the arbitration committee to be equal, or less than 50.000 EUR shall be governed by the rules of Simplified Arbitration Procedure.

Second, the disputes whose value is estimated by the arbitration committee to be equal, or less than 100.000 EUR shall be governed by the rules of Simplified Arbitration Procedure if the parties agree to such submission.

Finally, all disputes, notwithstanding their value, that are deemed by the arbitration committee, not requiring a deliberation by several arbitrators (for ex: the appointment of the chairman of the board of a company) may be governed by the rules of Simplified Arbitration Procedures as long as the parties agree to such submission.

ARTICLE 1. THE SCOPE OF APPLICATION

1.1. Unless otherwise agreed by the parties, the Rules of Simplified Arbitration procedure shall be applicable to the arbitration requests that are submitted to the CMCAO after the entry entered into force of these rules. These rules are supplementary and may be dismissed by the unanimous consent of the parties.

1.2. In case of no contradictory agreement, the CMCAO shall invite the parties to agree to apply the present Rules, to the arbitration request whose value is equal or less than 100.000 EUR.

1.3. In case of no contradictory agreement, the CMCAO shall directly apply the provision of these rules to al the dispute whose value is equal, or less than 50.000 EUR.

1.4. The parties may agree in the arbitration agreement or in a separate contract, to apply the provisions of the present rules notwithstanding the value of the dispute.

1.5. Any other Arbitration request that is not expressly submitted by the parties to the Rules of Simplified Arbitration Procedure shall be governed by the ordinary procedure rules provided by the CMCAO.

1.6. The Arbitration Committee may, either at the request of the sole arbitrator and before the constitution of the Arbitral Tribunal or on its own initiative, decide that the rules of simplified arbitration procedure shall not be applied to the dispute due to the complexity of the dispute.

ARTICLE 2. THE NOTICE OF ARBITRATION

2.2. The notice of arbitration is only admissible if it is formulated in virtue of the Arbitration Clause or the Arbitration Agreement which indicated the authority of the Chamber over the dispute.

2.2. The notice of arbitration shall be sent to the General Secretary: 10 boulevard d'Arcole – CS 31532 – 31015 TOULOUSE Cedex 6, via registered mail with return receipt.

2.3. In order to successfully register the Notice of Arbitration, the Claimant shall pay the administration fees entered into force at the date of the Notice of Arbitration.

2.4. Upon receipt by the General Secretary, the Notice of Arbitration, when it is in conformity with the provisions of the Articles 2 to 5 of these rules shall interrupt the Arbitration periods.

ARTICLE 3. NOTICE OF ARBITRATION PURSUANT TO AGREEMENT

3.1. The request for arbitration can be made upon agreement, after the dispute has developed. The Agreement shall include:

- The Personal Data or the company name and the addresses of the parties.
- The names and addresses of the parties' representatives if any.
- A summary of the facts.
- The subject of Arbitration.
- The modality of the procedures of Arbitration.
- The referral to chosen procedural rules of the chosen arbitration institution.

- The name and address of the Appointed arbitrator if any.
- The payment of the administration fees entered into force at the date of the Notice of Arbitration. This fee shall be deducted from the provision of arbitration as outlined in the article 10 hereafter.
- The signature of the parties.

3.2. The Notice of Arbitration pursuant to the Arbitration Agreement sets the terms of the dispute. It should be in writing. It does not necessarily require the answer of the Respondent since it normally reflects the will of all the parties. Once received by the General Secretary, the Notice of Arbitration in virtue of the Arbitration Agreement which gives jurisdiction to Arbitration, is in conformity with the articles 2 and 3 of the present Rules, shall interrupt the Arbitration periods.

ARTICLE 4: THE NOTICE OF ARBITRATION PURSUANT TO ARBITRATION CAUSE

4.1. The notice of arbitration may be in virtue of an Arbitration Clause. In this case, the Notice of Arbitration shall include:

- The Personal Data or the name of the company and the addresses of the parties.
- The name and addresses of the representatives of the parties, if any.
- A summary of the facts.
- The subject of the Notice of Arbitration.
- The choice of the Claimant regarding the Procedures.
- The Arbitration Clause and if available, the agreement of the parties concerning the Arbitration Procedures and the exchanges.
- The name and address of the Appointed Arbitrator, if any.
- A referral to the procedure rules of the chosen Arbitration institution.

- The payment of the administration fees enforced at the date of the filing of the Notice of Arbitration. This fee shall be deducted from the provision of arbitration as outlined in article 10 hereafter.
- The signature of the party requesting the arbitration.

4.2. The Notice of Arbitration in virtue of an Arbitration Clause shall be in writing and sent via registered mail, or certified mail, return receipt requested to 10 boulevard d'Arcole – CS 31532 – 31015 TOULOUSE Cedex 6. This Notice of Arbitration requires an answer from the Respondent. Upon its receipt by the General Secretary, the Notice of Arbitration that is in conformity with the articles 2 and 4 of these Rules, shall interrupt the Arbitration period.

ARTICLE 5. THE ANSWER TO THE NOTICE OF ARBITRATION

5.1. Upon its registration, the Notice of Arbitration shall be notified to the Respondent by the General Secretary. The Respondent has to file his response to the Claimant and to the General Secretary within 15 days of the receipt of the Notice of Arbitration.

5.2. The answer shall include:

- The summary of the facts.
- The answer of the Respondents regarding the Claimant's claims and arguments.
- The name of the appointed arbitrator. In case such appointed has not occurred, the Chamber shall provide an indicative list of names of Arbitrators.
- The Respondent's counterclaims if any.
- The Arbitration procedures agreed upon by the parties.

5.3. The answer is sent to the General Secretary via registered mail, or certified mail, return receipt requested with a proof of notification of the answer to the Claimant. Upon receipt of the answer, or 8 days after the expiration of the deadline to send the answer, the Arbitration file shall be transferred to the Arbitration committee and the Claimant is notified.

ARTICLE 6. COMMUNICATION AND NOTIFICATION

6.1. The memorandums, the exchanges and the documents conducted by the parties, shall be submitted in as many copies as the number of the parties and the arbitrators, as well as an additional copy for the CMCAO.

6.2. Any exchange with the CMCAO may be conducted at the request of one of the parties, through the Secured electronic address of the Chamber. In order to guarantee the respect of the principle of fair hearing and the contradictory principle and to conduct fast and efficient procedures, the secured electronic address of the Chamber shall be notified to the parties upon the receipt of the notice of arbitration. The arbitrator shall also provide a secured electronic address.

6.3. All exchanges shall be notified to the addresses indicated by the parties or to the representatives. All changes to the addresses shall be immediately communicated to the General Secretary of the Chamber.

ARTICLE 7. SOLE ARBITRATOR

7.1. The dispute is brought before a sole arbitrator. If the arbitration agreement stipulates an Arbitral Tribunal constituted by 3 or more arbitrators, the Arbitration Committee shall invite the parties to submit their dispute to a sole arbitrator, otherwise, the Ordinary Procedure shall be applied.

7.2. The parties may conjointly, appoint an arbitrator within the timeframe set by the arbitration committee. The Arbitration Committee shall provide the parties an indicative list of names of arbitrators.

In case the parties do not conjointly agree on an arbitrator within the deadline, the Arbitration Committee shall proceed to the appointment. The arbitrator shall accept or refuse his mission, within 7 days of the receipt of his appointment. Otherwise, the arbitrator shall be considered to have refused his mission.

7.3. In case of refusal, death, retirement, non-availability or incapability presumed by the Arbitration Committee, the arbitrator shall be replaced in the same conditions as to his appointment which are stated in this article.

7.4. Before the acceptance of the mission, the appointed arbitrator sends the Arbitration Committee a declaration of independence and all the circumstances that might affect it. The arbitrator can only accept his mission once the parties allow the appointment despite the knowledge of the circumstances.

7.5. The deadline to challenge an arbitrator by a party is 15 days starting from the date of knowledge of the circumstances.

7.6. Once the parties pay the Administrative and the arbitration fees, the arbitration file shall be transferred to the constituted Arbitral Tribunal. The arbitration period shall begin to run.

ARTICLE 8. PROCEEDINGS

8.1. The General Secretary of the CMCAO shall transfer the Notice of Arbitration, the answers of the parties, any other document related to the arbitration and the proof of payment of the administrative and arbitration fees to the Arbitration committee. The arbitration committee transfers the file to the Arbitral Tribunal upon its constitution.

8.2. After the submission of the answer to the notice of arbitration, the parties shall each submit 2 more memorandums, unless the dispute demands otherwise.

8.3. The Arbitrator may adopt the procedural modality he/she deems appropriate. After consulting the parties, he/she may decide to limit the number of exchanged documents, limit their length and their scope. The limitation does not concern the Witnesses and experts.

8.4. The arbitrator may decide to conduct the hearing via videoconference, telephone or any other means of communication. The arbitrator shall decide the calendar of the procedure.

8.5. After consulting the parties, the arbitrator may decide to resolve the dispute based on the documents submitted by the parties without the need to hold hearings nor calling upon experts and witnesses.

8.6. The arbitrator's deliberation shall be secret.

ARTICLE 9. THE SUBSTANTIVE LAW

9.1. The parties shall decide the rules of law applicable to the dispute. Otherwise, the Arbitral Tribunal shall apply the rules of law that it deems appropriate. Similarly, if none of the parties expresses an opinion regarding the law applicable to the substance of the dispute, the Arbitral Tribunal shall apply the law that it deems appropriate.

9.2. The Arbitral Tribunal shall decide according to the law unless the parties give him the qualification of Amiable Compositeur.

Article 10. ARBITRATION FEES

10.1. The Arbitration Committee shall decide the amount of the arbitration provision that shall include both, the administrative fee and the arbitrators' fees. The Arbitrators fees and the Administrative fees as well as a cost calculator sheet are annexed to these rules.

10.2. In case of failure or refusal of payment by one of the parties, the others shall pay on their behalf. If necessary, the Arbitral Tribunal May decide not to pursue the Arbitration further.

10.3. The arbitration fees shall include the cost of establishing a Tribunal and the fees pertaining to an interim measure decided during the Arbitration.

10.4. The General Secretary shall invite the parties to pay their dues.

ARTICLE 11. CONSOLIDATION

11.1. The arbitration committee may, on its own initiative or at the request of the parties, consolidate different arbitrations pending before the CMCAO.

11.2. Three cases allow the consolidation:

- The parties have to unanimously agree.
- The different notice of arbitration shall be submitted pursuant the same Arbitration clause or the same arbitration agreement.

- The Notices of Arbitration are in virtue of multiple contracts in conformity with the article 12 of these Rules and the arbitrations only implicate parties of the same commercial transaction.

ARTICLE 12. MULTIPLE CONTRACTS

12.1. Some disputes may implicate a number of parties, who are not directly related but are players in the same commercial operation that necessitates the conclusion of multiple different contracts. If the multiple contracts have arbitration clauses referring to the CMCAO, the Claimant who wished to consolidate may choose to, either:

- a. Send a Notice of Arbitration in virtue of each arbitration clause followed by a request to consolidate; or
- b. Send a Notice of arbitration in virtue of all the arbitration clauses.

12.2. In case of filing multiple Notices of Arbitration, the claimant shall only pay the administrative fee entered into force at the date of filing the arbitration Notices, once.

12.3. The arbitration Committee shall decide on the request of consolidation. In case of refusal, the Claimant has to send within 15 days of the day of receipt of the refusal, a proper Notice of Arbitration to each party.

ARTICLE 13. JOINDER OF ADDITIONAL PARTIES

13.1. A third party may ask to join the arbitration proceedings.

13.2. Any party to the arbitration may ask of the Arbitral Tribunal, the joinder of a third party.

13.3. In case the Notice of Arbitration is filed pursuant to an arbitration Clause, the acceptance of a joinder request filed after the preliminary meeting is subject to the consent of all the parties and the third party.

13.4. In case the Notice of arbitration is filed pursuant to an arbitration an agreement, the joinder is subject to the unanimous consent of the parties and the third party.

13.5. Whether the request of joinder is sent by the Third party or one of the parties, a third party is considered party to the arbitration starting from the day the request of joinder is received by the Arbitral Tribunal.

13.6. The joinder request shall include:

- The name and the address of the third party.
- The name and address of the third party's representative if any.
- The name of the Party asking the Joinder, if applicable.
- The consent of the Third party on the appointed Arbitral Tribunal and if available the Arbitration clause.
- The reference of the existent file of the pending Arbitration.
- The full name and description and address of the parties of the arbitration.
- A summary of the facts.
- The subject of the request and the claims of the third party.
- The signature of the third party.

13.7. The joinder request and if available, the answer of the third party, shall be sent to the General Secretary of the CMCAO in as many copies as the number of parties and arbitrators and an additional copy to the CMCAO.

ARTICLE 14. INTERPRETATION OF THE RULES

14.1. Any and all questions related to the interpretation of the Simplified procedure shall be explained by these rules and interpreted by the Arbitral Tribunal in accordance with the ordinary arbitration rules of the CMCAO.

14.2. The French version shall prevail over the translated versions of these rules.

ARTICLE 15. THE DIFFERENT POWERS OF THE ARBITRAL TRIBUNAL

15.1. The Arbitral Tribunal may:

- a. Render provisional decisions or partial awards.
- b. Either automatically or at the request of one of the parties, order expert opinion or any investigatory measure that are deemed necessary and to set their conditions and deadlines.

15.2. The Arbitral Tribunal has the broadest powers, even in ex officio, to investigate all the elements and fact that are required to render the decision.

15.3. Any difficulty during the proceedings conducted by the expert, that has not been settled by said expert or the parties, shall be submitted to the Arbitral Tribunal.

ARTICLE 16. REFERRAL REQUEST

16.1. Any and all request to refer the case to another Tribunal shall be submitted to the Arbitral Tribunal, 8 days before the date of the hearing.

16.2. The Arbitral Tribunal is in a position to judge the referral request.

ARTICLE 17. PLACE AND LANGUAGE

17.1. Unless otherwise agreed by the parties, the arbitration shall take place at the headquarters of the General Secretariat of the CMCAO. The Arbitral Tribunal may, if deemed necessary, conduct the meeting or the hearings in another place.

17.2. The language of the arbitration shall be chosen by the parties. Otherwise, the Arbitral Tribunal shall decide the language based on the characteristics of the dispute.

17.3. As long as the language is still undetermined, the French language shall be used for the communications.

ARTICLE 18. THE AWARD

18.1. The Award shall be rendered within 3 months after the date of the Notice of Arbitration. However, the Arbitration Committee may, at the request of the Arbitral Tribunal or the parties, decide to extend the deadline by another three months, as long as the extensions do not exceed five times, unless otherwise agreed by the parties.

18.2. The award shall include:



Rules of arbitration

Entered into force on January 1st, 2021

- The full name of the Arbitrators.
- The place of arbitration.
- The language of Arbitration.
- The rule of law.
- The rules of procedure.
- Summary of the submissions and claims of the parties.
- The statement of the reasons.
- The date.
- The signature of all the Arbitrators.

18.3. The Arbitral Tribunal shall include the arbitration fees in the Award and distribute the costs and expenses on the parties. The Arbitral Tribunal Shall establish the decisions.

18.4. In all the Arbitrations with a sole arbitrator and in all the international Arbitrations, the Awards shall be read by the Arbitration Committee before being notified to the parties.

18.5. The Award shall be submitted, to the judicial court in order to be recognized and executed by either one of the parties or by the General Secretary who is acting on behalf of the CMCAO.

18.6. The Arbitral Tribunal shall transfer the Award to the General Secretary. The latter shall send the Award to the parties via Registered mail, return receipt requested.

18.7. The Awards are final and not subject to appeal, unless otherwise agreed by the parties.

ARTICLE 19. MATERIAL ERROR OR OMISSION

19.1. The Arbitral Tribunal may, on its own initiative or at the request of one of the parties, fix the material mistakes or omission that may influence the Award in accordance with the facts or what the reason dictates.

19.2. Otherwise, it is up to the parties to take the necessary measures.

ARTICLE 20. INTERPRETATION OF THE AWARD

20.1. Either one of the parties may request the interpretation of the Award by the Arbitral Tribunal.

20.2. If the Arbitral Tribunal may be reunited, it shall be invited to reunite by the Arbitration Committee. Otherwise, it is up to the parties to take the necessary measures.

ARTICLE 21. OMISSION

21.1. The Arbitral tribunal who failed to render a decision on a claim, may be requested to complete the Award. Upon the request of one the parties, the Arbitral Tribunal is invited to reunite within a month of the notification of the Award, if such reunion is still possible. Otherwise, it is up to the parties to take the necessary measures.

21.2. The arbitrators shall not be liable towards the parties in case of omission, or any action relate to the Award, except in case of gross negligence.

ARTICLE 22. THE LIMITATION OF LIABILITY

22.1. The arbitrator shall be held liable in case of violation of the obligations of impartiality and good faith or, in case of fraud or serious misconduct or, in case of denial of justice.

22.2. The Arbitral Tribunal, and any person appointed by it, the Arbitration Committee, the General Secretary, the CMCAO and its personnel, shall not be held liable for any other conduct.

ARTICLE 23. CONFIDENTIALITY

23.1. unless otherwise agreed by the parties, the parties, the Arbitral Tribunal, the Arbitration Committee, the General Secretary, and all the parties to the arbitration undertake to deal with all the proceedings related to the arbitration in confidentiality.

23.2. Failure to comply with the principle of confidentiality shall lead to disciplinary actions pursuant to the Deontology charter of the CMCAO.

ARTICLE 24. NON-PARTICIPATION

42.1. If one of the parties refuses or does not participate in the arbitration or in one of its proceedings, the arbitration shall continue notwithstanding such failure.

24.2. The Arbitration shall, nevertheless, remain contradictory.

ARTICLE 25. WAIVER TO THE RIGHT TO OBJECT

25.1. The Party that has, despite knowing of the irregularity, proceeded with the arbitration without bringing it to the attention of the Tribunal within 30 days of the knowledge of violation of the present rules, the annexes, the deontology charter, the instruction of the Arbitral tribunal or any other procedural rule stipulated in the arbitration agreement, shall be deemed to have waived the right to object.

25.2. In this case, the party who has waived its right loses the right to invoke the irregularity at during the arbitration proceedings.

ARTICLE 26. PROVISIONS REGARDING ONLINE DISPUTE RESOLUTION

26.1. The CMCAO is not concerned by the Decree n°2020-1682 of the December 23rd, 2020 that regulates the Online dispute resolution procedures.

26.2. Holding Hearing via videoconferences do not qualify the arbitration, mediation or conciliation as online dispute resolution procedures.

PART 3. ARBITRATION RULES: EMERGENCY PROCEDURE

PREAMBLE

The parties who wish to submit their dispute to arbitration may at any time during the ordinary or simplified constitution of the Arbitral Tribunal, request an emergency Arbitration in order to protect their rights.

The Emergency Arbitration Shall not settle the dispute, it may allow however, either one of the parties, to request the Arbitral Tribunal to issue interim and conservatory measures.

For example, a party may ask necessary measures to avoid damages or to cease an unlawful disturbance.

ARTICLE 1. THE SUBJECT OF THE EMERGENCY ARBITRATION

1.1. Either one of the parties may request any time before the ordinary or simplified constitution of the Arbitral Tribunal, conservatory or interim measures.

1.2. The Emergency Arbitrator shall issue a final order.

1.3. The Rules of Emergency Arbitration shall only be applied on the signatory parties of the arbitration agreement that refers the dispute to the Rules of the CMCAO.

1.4. The Rules of Emergency Arbitration shall not be applied if:

- a. The parties explicitly exclude their application or,
- b. The parties establish different procedures to request conservatory and interim measures.

ARTICLE 2. EMERGENCY ARBITRATION REQUEST

2.1. The party requesting the Emergency Arbitration shall submit the request by registered Mail with return receipt to the General Secretary of the CMCAO: 10 Boulevard d'Arcole, CS31532, 31015 TOULOUSE Cedex 6.

2.2. The party requesting the Emergency Arbitration shall either send a copy of the request and all the documents attached to the concerned parties while filing the request at the CMCAO

or send a proof of the proper notification of the concerned parties with the request filed with the CMCAO.

2.3. The request must include:

- a. The Full names and addresses of the concerned parties.
- b. The full names and addresses of the parties- representatives.
- c. A summary of the facts leading to the Emergency request and to the dispute.
- d. A summary of the requested measures.
- e. The claims supporting the request.
- f. The Arbitration Agreement.
- g. Any other related agreement, more specifically the agreement of the applicable law, the language and the place of arbitration.
- h. The notice of arbitration and the exchanged documents concerning the dispute that has been sent to the CMCAO before filing the Emergency request.
- i. The proof of payment of the Emergency Arbitration Fees that are set by the annexed sheet.

2.4. The request may include any other document that is deemed necessary by the party requesting the Emergency Arbitration.

2.5. The documents supporting the request shall be submitted with said request. The documents shall be numbered and listed in a summary statement.

2.6. The request may either be in French or English.

2.7. The request, which is in conformity with the present Rules shall, upon registration by the CMCAO, interrupt the arbitration period. The registration is completed upon receipt of the request by the General Secretary.

ARTICLE 3. APPOINTMENT OF THE Emergency ARBITRATION

3.1. The arbitration Committee designates the Emergency Arbitrator within 2 days after receiving the request and the payment of the arbitration fees.

3.2. The Emergency Arbitrator shall remain independent and impartial. The arbitrator shall not act as a representative of either one of the parties.

3.3. Before accepting the mission, the Arbitrator shall inform the Arbitration Committee a declaration of independence and of all the circumstances that may affect that it. This obligation of information shall be imposed during the entire proceedings. The Arbitration Committee shall notify the parties of the circumstances and the arbitrator can only accept the mission after the consent of the parties despite the knowledge of the circumstances.

3.4. the arbitration committee shall transfer the file to the Arbitrator upon his designation. Once the transfer complete, all exchanged documents must be sent to the arbitrator with a copy to the other parties and to the Arbitration Committee. The arbitrator shall transfer a copy of the exchanged documents to the Arbitration Committee.

3.5. The Arbitrator shall not be appointed as arbitrator in the ordinary or simplified arbitration related to the request.

ARTICLE 4. CHALLENGE OF THE ARBITRATOR

4.1. Before starting the proceedings, the arbitrator may be challenged by one of the parties for circumstances that occurred before or after the designation. The challenge shall be submitted within 3 days of the knowledge of the circumstances.

4.2. The Challenge is sent to the Arbitration Committee who will decide after hearing all the parties and the arbitrator. The decision of the Arbitration commit may not be justified. The arbitration period shall be interrupted until the notification of the decision to the parties in accordance with the article 10 of these rules.

4.3. If the challenge is accepted, the Arbitrator is replaced pursuant to the Article 3 of these rules.

ARTICLE 5. SUBSTANTIVE LAW

5.1. The parties shall decide the substantive law applicable to the dispute. In case of lack of agreement, the Arbitral Tribunal shall apply the Rule of law it deems appropriate. If neither the parties nor the arbitrator decide the law, the French law shall be applied in substance.

5.2. Unless the parties qualify the Arbitral Tribunal of Amiable Compositeur, it shall decide in law.

ARTICLE 6. PLACE AND LANGUAGE OF THE Emergency ARBITRATION

6.1. The arbitration shall take place in the administrative headquarters of the CMCAO. The Arbitrator may, if deemed appropriate, decide to hold the meetings and hearing in a different location.

6.2. The meeting with the arbitrator may either be conducted in person or via videoconference, telephone or any other means of communication.

6.3. The language of the Emergency Arbitration shall be French, unless the Arbitrator deems it necessary to use other languages.

ARTICLE 7. PROCEDURE

7.1. The Arbitrator shall decide the Emergency Arbitration Calendar within 2 days of the transfer of the file pursuant to the Article 3.4 of these rules.

7.2. The Arbitrator shall conduct the procedure however he/she deems suited to the request and the nature of the dispute. The Arbitrator shall conduct a fair and impartial procedure and respecting the principle of contradictory.

ARTICLE 8. THE EMERGENCY ARBITRATION ORDER

8.1. As per the Article 1 of these rules, the Arbitrator issues an order.

8.2. The Arbitrator shall decide in the order the admissibility of the request according to the Article 2 of these rules, the arbitrator will also, decide his/her own competence to hear the request.

8.3. The order shall be in writing and shall include an explanatory statement. The order shall be dated and signed by the Arbitrator.

8.4. The order shall be issued within 15 days of the transfer of the file pursuant to the Article 3.4 of these rules respecting the Article 4.2 of these rules. The Arbitration Committee may, at the justified request of the Arbitrator or on its initiative, extend the time limit.

8.5. The Arbitrator shall notify the Order to the Parties and the Arbitration Committee within the timeframe of the Article 8.4. of these rules, by all means stipulated in the Article 10 of these rules.

8.6. The Order shall not be binding to the parties if:

- a. The Arbitration Committee accepts the challenge request respecting the Article 4 of these rules,
- b. The Arbitral Tribunal has rendered the final Award, unless it is otherwise stipulated in the Award,
- c. All the requests have been withdrawn or the Arbitration proceeding have ended before the issuance of the Final Award.

8.7. The Arbitrator may subject the order to any conditions he/she deems necessary, even establishing proper guarantees.

8.8. A Party may request that the Arbitrator to interpret the order or correct material omissions or mistakes within 2 days of the notification of the order. Within the same timeframe, the parties may request the Arbitrator to modify, withdraw the order or lift ordered measures.

ARTICLE 9. EMERGENCY ARBITRATION FEES

9.1. The fees of the emergency arbitrator and the administrative costs and the method of calculation thereof are set out in the annexed schedule of fees for the emergency arbitration procedure.

9.2. The Arbitration Committee may at any time during the emergency arbitration procedure decide to increase the fees of the emergency arbitrator or the administrative costs of the CMCAO, taking into account, inter alia, the nature of the case and the nature and amount of the work done by the emergency arbitrator, the Arbitration Committee or the CMCAO. The request shall be deemed withdrawn if the applicant fails to pay the required supplement within the time limit set by the Committee.

9.3. The order of the emergency arbitrator shall include the costs of the emergency arbitrator's proceedings and shall decide which party shall pay them or in what proportion they shall be shared between them.

ARTICLE 10 - NOTICES AND COMMUNICATIONS

10.1. All communications from the CMCAO, the Arbitration Committee and the Emergency Arbitrator shall be sent to the last address of the party or its representative, as communicated by the latter or by the other party.

10.2. The exchange may be made by delivery against receipt, registered mail, courier service, email or by any other means of telecommunication that provides proof of mailing.

ARTICLE 11. LIMITATION OF LIABILITY

11.1. The civil liability of the arbitrators shall be based on the existence of a breach of their obligation of impartiality and good faith, or a personal fault amounting to fraud, gross negligence or denial of justice.

11.2. The Arbitral Tribunal, its appointees, the Arbitration Committee, the General Secretary of the CMCAO, the CMCAO and its staff shall not be liable for other breaches.



Rules of arbitration
Entered into force on January 1st, 2021

ANNEXES

Annex 1. Table of fees of the Arbitral Tribunal and of the costs of administration of the Ordinary Arbitration Procedure

Annex 2. Table of fees of the Arbitral Tribunal and of the costs of administration of the Simplified Arbitration Procedure

Annex 3. Table of Fees of the Arbitrator and Administration Costs of the Emergency Arbitration Procedure

Annex 4. Arbitration Clauses

ANNEX 1. TABLE OF FEES OF THE ARBITRAL TRIBUNAL AND OF ADMINISTRATIVE COSTS OF THE ORDINARY ARBITRATION PROCEDURE

Value of the dispute VD (in euros €)		Fees of Arbitrators (in euros €)		Administrative fees* (in euros €)
		<i>Minimum</i>	<i>Maximum</i>	
Up to	150.000	4.000	+ 9,00 % of the VD of the dispute	1.000
From	150.001 to 600.000	+ 1,15 % of the VD supp. To 150.000	+ 7,00 % of the VD supp. to 150.000	+ 1,60 % of the VD supp. to 150.000
From	600.001 to 1.000.000	+ 0,90 % of the VD supp. To 600.000	+ 5,00 % of the VD supp. to 600.000	+ 1,20 % of the VD supp. to 600.000
From	1.000.001 to 4.500.000	+ 0,66 % of the VD supp. To 1.000.000	+ 2,50 % of the VD supp. to 1.000.000	+ 0,45 % of the VD supp. to 1.000.000
From	4.500.001 to 10.000.000	+ 0,10 % of the VD supp. To 4.500.000	+ 1,20 % of the VD supp. to 4.500.000	+ 0,25 % of the VD supp. to 4.500.000
From	10.000.000 to 30.000.000	+ 0,051 % of the VD supp. To 10.000.000	+ 0,40 % of the VD supp. to 10.000.000	+ 0,10 % of the VD supp. to 10.000.000
From	30.000.001 to 50.000.000	+ 0,040 % of the VD supp. To 30.000.000	+ 0,20 % of the VD supp. to 30.000.000	+ 0,01 of the VD supp. to 30.000.000
From	50.000.001 to 80.000.000	+ 0,026 % of the VD supp. To 50.000.000	+ 0,12 % of the VD supp. to 50.000.000	+ 0,0080 of the VD supp. to 50.000.000
From	80.000.001 to 100.000.000	+ 0,013 % of the VD supp. To 80.000.000	+ 0,90 % of the VD supp. to 80.000.000	+ 0,0060 of the VD supp. to 80.000.000
From	100.000.001 to 500.000.000	+ 0,0090 % of the VD supp. To 100.000.000	+ 0,045 % of the VD supp. to 100.000.000	+ 0,0020 of the VD supp. to 100.000.000
From	500.000.001	+ 0,0080 % of the VD supp. to 500.000.000	+ 0,025 % of the VD supp. to 500.000.000	150.000

* The costs of referral to the CMCAO of 500€ that interrupt the Arbitration period, are to be deducted from the administrative costs.



Chambre de médiation,
de conciliation et d'arbitrage
d'Occitanie

ANNEX 2. TABLE OF FEES OF THE ARBITRAL TRIBUNAL AND THE ADMINISTRATIVE COSTS OF THE SIMPLIFIED ARBITRATION PROCEDURE

Value of the dispute VD (in euros €)		Arbitrator fees (in euros €)		Administrative fees *
		<i>Minimum</i>	<i>Maximum</i>	(in euros €)
Up to	5.000	1.000	+ 9,00 % Of the value of the dispute	500
From	5.001 to 10.000	+ 2,00 % of the VD supp. to 5.000	+ 9,00 % of the VD supp. to 5.000	+ 1,20 % of the VD supp. to 5.000
From	10.001 to 20.000	+ 1,15 % of the VD supp. to 10.000	+ 10,00 % of the VD supp. to 10.000	+ 1,25 % of the VD supp. to 10.000
From	20.001 to 35.000	+ 1,30 % of the VD supp. to 20.000	+ 10,00 % of the VD supp. to 20.000	+ 1,35 % of the VD supp. to 20.000
From	35.001 to 50.000	+ 1,50 % of the VD supp. to 35.000	+ 11,00 % of the VD supp. to 35.000	+ 1,45 % of the VD supp. to 35.000
From	50.001 to 75.000	+ 1,70 % of the VD supp. to 50.000	+ 12,00 % of the VD supp. to 50.000	+ 1,60 % of the VD supp. to 50.000
From	75.001 to 100.000	+ 1,90 % of the VD supp. to 75.000	+ 12,00 % of the VD supp. to 75.000	+ 1,90 of the VD supp. to 75.000
Preliminary administrative fee		500	NC	500

* The costs of referral to the CMCAO of 500€ that interrupt the Arbitration period are to be deducted from the administrative fees



Chambre de médiation,
de conciliation et d'arbitrage
d'Occitanie

ANNEX 3. TABLE OF ARBITRATOR'S FEES AND ADMINISTRATION COSTS FOR EMERGENCY ARBITRATION PROCEEDINGS

* The costs of referral to the CMC&O of 500€ that interrupt the Arbitration period are to be Fromducted from the administrative fees

Value of the dispute VD (in euros €)		Arbitrator fees (in euros €)		Administrative fees* (in euros €)
		<i>Minimum</i>	<i>Maximum</i>	
Up to	150.000	2.000	+ 8,00 % Of the VD of the dispute	500
From	150.001 to 600.000	+ 1,15 % from the VD supp. to 150.000	+ 5,50 % from the VD supp. to 150.000	+ 1,60 % from the VD supp. to 150.000
From	600.001 to 1.000.000	+ 0,90 % from the VD supp. to 600.000	+ 3,00 % from the VD supp. to 600.000	+ 1,20 % from the VD supp. to 600.000
From	1.000.001 to 4.500.000	+ 0,66 % from the VD supp. to 1.000.000	+ 1,70 % from the VD supp. to 1.000.000	+ 0,45 % from the VD supp. to 1.000.000
From	4.500.001 to 10.000.000	+ 0,10 % from the VD supp. to 4.500.000	+ 0,60 % from the VD supp. to 4.500.000	+ 0,25 % from the VD supp. to 4.500.000
From	10.000.001 to 30.000.000	+ 0,051 % from the VD supp. to 10.000.000	+ 0,20 % from the VD supp. to 10.000.000	+ 0,10 % from the VD supp. to 10.000.000
From	30.000.001 to 50.000.000	+ 0,040 % from the VD supp. to 30.000.000	+ 0,18 % from the VD supp. to 30.000.000	+ 0,01 from the VD supp. to 30.000.000
From	50.000.001 to 80.000.000	+ 0,026 % from the VD supp. to 50.000.000	+ 0,12 % from the VD supp. to 50.000.000	+ 0,0080 from the VD supp. to 50.000.000
From	80.000.001 to 100.000.000	+ 0,013 % from the VD supp. to 80.000.000	+ 0,90 % from the VD supp. to 80.000.000	+ 0,0060 from the VD supp. to 80.000.000
From	100.000.001 to 500.000.000	+ 0,0090 % from the VD supp. to 100.000.000	+ 0,045 % from the VD supp. to 100.000.000	+ 0,0020 from the VD supp. to 100.000.000
From	500.000.001	+ 0,0080 % from the VD supp. to 500.000.000	+ 0,025 % from the VD supp. to 500.000.000	120.000



Chambre de médiation,
de conciliation et d'arbitrage
d'Occitanie

ANNEX 4. ARBITRATION CLAUSES

It is recommended that parties wishing to refer to the CMCAO's arbitration rules in their contracts insert the following standard clause:

1. Any dispute arising out of or in connection with this contract, including any question relating to the existence, negotiation, validity or termination thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Chamber of Mediation, Conciliation and Arbitration of Occitanie (CMCAO) in its version of [date of rules].
2. The arbitral tribunal shall be composed by the Arbitration Committee of the CMCAO.
3. The seat of the arbitration shall be the General Secretariat of the Chamber of Mediation, Conciliation and Arbitration of Occitanie located at 10 Boulevard d'Arcole - CS 31532 - 31015 TOULOUSE Cedex 6.
4. The language of arbitration shall be French.
5. The award shall be made in law and the law applicable to the contract shall be [...].

If the dispute brought before the Arbitral Tribunal has a value of less than 100.000 €, a simplified arbitration procedure with a sole arbitrator may be implemented in accordance with the provisions of the above-mentioned Rules.

The parties remain free to adapt the clause to the circumstances of the case, they retain the free choice of the place and language of the arbitration, as well as the applicable law, which is not limited by the Rules of Arbitration.

The parties shall draft the arbitration clause in a clear and precise manner in order to avoid any risk of ambiguity in the wording of the clause or obscure wording which would be a cause of uncertainty, delay and even prevent the arbitration from proceeding.

If the parties wish to set aside one of the procedures of the Chamber's Rules, they must add one of the following clauses:

The provisions relating to the simplified arbitration procedure shall not apply.



Rules of arbitration
Entered into force on January 1st, 2021

Or:

The provisions of the emergency arbitration procedure shall not apply.