



# Philippine International Center for Conflict Resolution



2019

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**THE  
PHILIPPINE INTERNATIONAL CENTER  
FOR CONFLICT RESOLUTION**

PICCR Handbook and Arbitration Rules



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# THE PHILIPPINE INTERNATIONAL CENTER FOR CONFLICT RESOLUTION

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**THE  
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## **A. The vision of the IBP that paved the way for the creation of PICCR**

Republic Act No. 9285, also known as “The Alternative Dispute Resolution Act (“ADR Act”) of 2004”, was a significant piece of legislation because it was, at the time of its passage, the most comprehensive Philippine law on alternative dispute resolution (“ADR”). The ADR Act introduced the concept of international commercial arbitration and adopted the UNCITRAL Model Law as the law governing international commercial arbitration in the Philippines. It also provided the enabling legislation for the recognition and enforcement of foreign arbitral awards in the Philippines. With respect to domestic arbitration, the ADR Act amended the Arbitration Law, or Republic Act No. 876, to update its provisions so as to be more consistent with prevailing international practices in arbitration.

Arbitration has a number of advantages. Among these are: (a) speed, because arbitration proceedings are generally faster than court litigation; (b) cost-efficiency, because there are ways to manage the cost of the arbitration proceedings; (c) flexibility, because parties are generally able to direct how the proceedings should be conducted; (d) ability of parties to participate in the choice of arbitrator; (e) finality, because arbitral awards are generally not appealable on the merits; (f) confidentiality of the arbitration proceedings; and (g) enforceability of the arbitral award.

Indeed, over the last several years, interest in arbitration has been increasing. More and more parties to commercial transactions are incorporating arbitration clauses into their contracts, memberships in arbitration organizations continue to grow, and a number of arbitration institutions are being set up. Arbitral institutions have regularly updated their rules to keep up with developments in international arbitration.

Mindful of the untapped potential of arbitration and other ADR mechanisms, as well as of its fundamental mandate to elevate the standards of the legal profession and to improve the administration of justice in the country, the Integrated Bar of the Philippines (“IBP”) took up the challenge of finding a way to promote the use of arbitration and ADR and make it a more acceptable dispute resolution mechanism in the Philippines.

Traditionally, the IBP has been fulfilling this mandate through, among others, holding training seminars and other projects on special legal topics,



releasing statements on legal controversies or issues affecting the public and the legal profession, and the provision of legal aid assistance or services to qualified recipients nationwide. In particular, the IBP's National Center for Legal Aid ("NCLA") monitors the legal aid programs of all IBP chapters, handles legal aid cases or refers the same to particular chapters, and generally ensures that legal aid services are available throughout the country through its 85 chapters scattered across 9 regions.

The IBP also fulfills its mandate in part by actively promoting the use of alternative modes of dispute resolution such as arbitration. The IBP recognizes that the widespread use of arbitration as an alternative to traditional litigation before courts will significantly contribute to (a) the efficient and amicable resolution of disputes between parties; (b) the much needed decongestion of the court system; and (c) ultimately, the improved and more effective administration of justice.

Thus, the IBP has realized that its nationwide network can be further maximized by enabling it to provide efficient and effective dispute resolution services with the help of its various regions and chapters. When parties submit their disputes to arbitration, the arbitration filings can be made and the arbitration proceedings commenced, conducted and completed, in the same town or province where they reside or have their places of business. If the parties reside or have their places of business in different geographic locations, they would have the ability to choose a location or venue that is accessible, convenient or acceptable to them. While one of the advantages of arbitration is that it can be conducted anywhere, the availability of physical facilities and a competent secretariat to assist the parties is nevertheless very much desirable.

Likewise, mindful of its fundamental mandate to elevate the standards of the legal profession and to improve the administration of justice in the country, and realizing that its nationwide network can be further maximized for purposes of providing efficient and effective dispute resolution services with the help of its various regions and chapters, the 23<sup>rd</sup> IBP Board of Governors established the PICCR, a non-stock, non-profit arbitral institution that will provide commercial arbitration and other ADR services and facilities for parties to disputes, and create opportunities for professional training, development, and accreditation for advocates and practitioners. By establishing the PICCR, the IBP hopes to make arbitration a mainstream



option for dispute resolution, make it more accessible, and realize the potentials of arbitration and other ADR mechanisms in the Philippines.

In line with the vision of the IBP, the PICCCR will promote the use of arbitration by providing arbitration-related facilities, administrative, and case-management services at par with those of international arbitral institutions, as well as high-quality education and training for interested arbitrators and intensive promotional and marketing events, particularly during IBP events.

**Arbitration-related facilities, administrative and case management services.** The PICCCR will administer arbitrations and other modes of dispute resolution in order to resolve and settle disputes, whether international or domestic, between parties, whether foreign or local. As an arbitration and ADR center, it will strive to make arbitration and ADR a mainstream option for dispute resolution and seek to ensure that cost-effective and efficient commercial arbitration and other ADR services are available to parties who find themselves involved in a dispute. With this objective, the PICCCR will utilize the IBP's nationwide network to make arbitration and other ADR mechanisms more accessible in the Philippines and through which the IBP also hopes to offer and make available cost-effective and efficient commercial arbitration and other ADR services to parties who find themselves involved in a dispute.

To achieve its goals, the PICCCR has formulated a set of arbitration rules that incorporates the best practices of international commercial arbitration, as developed by world-renowned institutions, and include provisions on Multiple Parties, Multiple Contracts, Joinder, Consolidation, Early Dismissal, Emergency Arbitration, and Expedited Procedure. It also has formulated a set of guidelines on and schedule of arbitrators' fees, including the center's administrative fees.

In addition to the facilities of the IBP's regions and chapters, the PICCCR will have its headquarters at the IBP main office in Ortigas, Metro Manila. The PICCCR is envisioned to have several hearing and breakout rooms available to parties. The hearing rooms vary in sizes. It will have quality IT equipment that are necessary for the efficient conduct of arbitral proceedings.

**Education and Training.** The PICCCR will provide intensive training courses for interested arbitration and ADR practitioners with the objective of making



the Philippines a competitive hub for arbitration and ADR in the region. It will conduct workshops and assessment exercises for those who wish to be trained in arbitration and ADR. The center is in its early stage of selecting qualified individuals to join a panel of trainers for its courses.

In line with this, the PICCR will hold Accreditation Course consisting of 3 Modules, as follows: (a) Module 1 on Fundamentals of Commercial Arbitration; (b) Module 2 on the PICCR Arbitration Rules; and (c) Module 3 on Writing Arbitral Awards. Participants will undergo assessment during each of these modules and for the purpose of qualifying them for the ensuing, subsequent modules. The PICCR's Accreditation Course seeks to ensure that accredited arbitrators will have the necessary knowledge, skills, and expertise to be effective and proficient arbitrators and/or ADR practitioners.

**Promotion of Arbitration and ADR.** The PICCR will vigorously promote the use of arbitration and other ADR mechanisms and the use of its services and facilities. For this purpose, the PICCR will regularly collaborate with and participate in IBP activities and events as well as tap the IBP's resources and network nationwide to promote or facilitate the use of arbitration and other modes of alternative dispute resolution.



## **B. PICCR Mission and Vision**

### Vision

To contribute significantly to the improvement of the administration of justice by promoting the use of arbitration and other forms of alternative dispute resolution so as to make them the preferred modes of resolving disputes and to make the Philippines a preferred seat and venue for dispute resolution.

### Mission

To promote the use of arbitration and other forms of alternative dispute resolution by providing facilities and administrative and dispute-management services at par with those of international arbitral institutions.

To raise awareness of the benefits of arbitration and other forms of alternative dispute resolution throughout the Philippines by regularly collaborating with and tapping the nationwide network and resources of the Integrated Bar of the Philippines

To provide intensive and effective training for interested arbitration and alternative dispute resolution practitioners with a view to building the Philippines' capabilities in providing arbitration and alternative dispute resolution services.



## C. PICCR Pen



The centerpiece of the PICCR logo is the pen. This represents the “power of the pen”, the power of reason and the availability of alternative and amicable means to resolves disputes. The color gray, the color of the pen, symbolizes impartiality and independence. These are, after all, the very foundation of modern-day alternative dispute resolution (ADR) mechanisms such as arbitration.

The two circles resting on two triangles at the left and right edges of the pen tip symbolize the parties to the dispute, while the bigger gray circle on top of the pen tip stands for the arbitrator or neutral, who will resolve or facilitate the resolution of the dispute, impartially and independently, based on reason and the principles of justice.

The world map inside the oval, showing parts of the world including the Philippines, represents the domestic and international thrusts of PICCR. It expresses PICCR’s long-term aspiration to make the Philippines a competitive hub for ADR in the region and worldwide.

The oval shape and purple color that circumscribe the centerpiece and contain the full name of PICCR represent the relationship between the PICCR and the IBP, and the guidance provided and the vision of the IBP that



paved the way for the setting up of PICCR. A reminder that, as the IBP was mindful of the potential of arbitration and other ADR mechanisms, as well as of its fundamental mandate to elevate the standards of the legal profession and to improve the administration of justice in the country, so should PICCR be so mindful as it carries out its undertakings as the Philippine international center for conflict resolution.



#### **D. Board of Trustees and Officers (as of August 2019)**

The PICCR is governed by its Board of Trustees, composed of seven (7) Trustees elected by PICCR members. They will hold office for 2 years. Five of the Trustees will be elected from the incumbent IBP Board of Governors, while two shall be elected from among the members of the center. The operations of the center as an arbitral institution will be supervised by the center's President and carried out by its Secretary General. The following trustees and officers were duly elected and will hold office for two (2) years effective January 28, 2019 and until their successors are duly elected and qualified:

#### **BOARD OF TRUSTEES**

Abdiel Dan Elijah S. Fajardo  
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Domingo Egon Q. Cayosa

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Sixto Jose C. Antonio

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Sixto Jose C. Antonio

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Marie Fe V. Galvez-Garcia



Julius Anthony R. Omila

Donemark Joseph L. Calimon

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Deputy Secretary General for Case Management

Julius Anthony R. Omila  
Deputy Secretary General for Business Development



**ARBITRATION RULES  
of the  
PHILIPPINE INTERNATIONAL CENTER  
FOR CONFLICT RESOLUTION**



## INTRODUCTORY PROVISIONS

### Article 1

#### The Philippine International Center for Conflict Resolution

1. The Philippine International Center for Conflict Resolution, Inc. ("PICCR") is an independent arbitration body established upon the initiative of the 23rd Board of Governors of the Integrated Bar of the Philippines ("IBP") pursuant to its mandate to improve the administration of justice.
2. The PICCR itself does not resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with these Arbitration Rules ("Rules"). Where the parties have agreed to refer their disputes to the PICCR for arbitration or to arbitration in accordance with the Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by PICCR in accordance with the Rules. In addition to the Rules, the PICCR and the arbitral tribunals appointed in accordance with the Rules are guided by the internal rules issued by the PICCR from time to time.
3. The President of the Board of Trustees of the PICCR ("President"), or in the President's absence or otherwise at the President's request, the Secretary General, shall have the power to take urgent decisions on behalf of the PICCR, provided that any such decision is reported to the Board of Trustees at its next session.
4. The PICCR is assisted in its work by the PICCR Secretariat ("Secretariat") under the direction of the Secretary General.

### Article 2 Definitions

Unless otherwise provided or unless the context suggests otherwise, as used in the Rules:

- (i) "arbitral tribunal" includes one or more arbitrators;



(ii) “claimant” includes one or more claimants, “respondent” includes one or more respondents, and “additional party” includes one or more additional parties;

(iii) “party” or “parties” include claimants, respondents or additional parties;

(iv) “claim” or “claims” include any claim by any party against any other party;

(v) “award” includes an interim, a partial or a final award.

### **Article 3**

#### **Written Notifications or Communications and Time Limits**

1. All written submissions, notifications and communications of any party, including documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the Secretariat. A copy of any notification or communication from the arbitral tribunal to the parties shall be sent to the Secretariat.

2. All notifications or communications from the Secretariat and the arbitral tribunal shall be made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by the other party. Such notification or communication may be made by delivery against receipt, registered post, courier, email, or any other means of telecommunication that provides a record of the sending thereof.

3. A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or would have been received if made in accordance with Article 3 (Written Notifications or Communications and Time Limits), Paragraph 2.

4. Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with Article 3 (Written Notifications or Communications and Time Limits), Paragraph 3. When the day next following such date is an official holiday or a non-business day, the period of



time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day, the period of time shall expire at the end of the first following business day.

## **COMMENCING THE ARBITRATION**

### **Article 4 Request for Arbitration**

1. A party wishing to commence arbitration under the Rules shall submit its Request for Arbitration ("Request") to the Secretariat. The Secretariat shall notify the claimant and respondent of the receipt of the Request and the date of such receipt.
2. The date on which the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration.
3. The Request shall contain the following information:
  - a) the name in full, description, address and other contact details of each of the parties;
  - b) the name in full, address and other contact details of any person(s) representing the claimant in the arbitration;
  - c) a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made;
  - d) a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
  - e) any relevant agreements and, in particular, the arbitration agreement(s);
  - f) where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;



- g) all relevant particulars and any observations or proposals concerning the number of arbitrators and their choice in accordance with the provisions of Articles 12 (Constitution of the Arbitral Tribunal) and 13 (Appointment and Confirmation of the Arbitrators), and any nomination of an arbitrator required thereby; and
- h) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

The claimant may submit such other documents or information with the Request as it considers appropriate or as may contribute to the efficient resolution of the dispute.

5. Together with the Request, the claimant shall:

- a) submit the number of copies thereof required by Article 3 (Written Notifications or Communications and Time Limits), Paragraph 1; and
- b) make payment of the filing fee required by Appendix 3 (“Costs”) in force on the date the Request is submitted.

In the event that the claimant fails to comply with either of these requirements, the Secretariat may fix a time limit within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant’s right to submit the same claims at a later date in another Request.

6. The Secretariat shall transmit a copy of the Request and the documents annexed thereto to the respondent for its Answer to the Request once the Secretariat has sufficient copies of the Request and the required filing fee.

## **Article 5**

### **Answer to the Request and Counterclaims**

1. Within 30 days from receipt of the Request from the Secretariat, the respondent shall submit an Answer which shall contain the following information:
- a) its name in full, description, address and other contact details;



- b) the name in full, address and other contact details of any person(s) representing the respondent in the arbitration;
- c) its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made;
- d) its response to the relief sought;
- e) any observations or proposals concerning the number of arbitrators and their choice in light of the claimant's proposals and in accordance with the provisions of Articles 12 (Constitution of the Arbitral Tribunal) and 13 (Appointment and Confirmation of the Arbitrators), and any nomination of an arbitrator required thereby; and
- f) any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

The respondent may submit such other documents or information with the Answer as it considers appropriate or as may contribute to the efficient resolution of the dispute.

2. The Secretariat may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and their choice and, where required by Articles 12 (Constitution of the Arbitral Tribunal) and 13 (Appointment and Confirmation of the Arbitrators), the nomination of an arbitrator. If the respondent fails to do so, the PICCR shall proceed in accordance with the Rules.

3. The Answer shall be submitted to the Secretariat in the number of copies specified by Article 3 (Written Notifications or Communications and Time Limits), Paragraph 1.

4. The Secretariat shall communicate the Answer and the documents annexed thereto to all other parties.

5. Any counterclaims made by the respondent shall be submitted with the Answer and shall provide:



- a) description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;
- b) a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;
- c) any relevant agreements and, in particular, the arbitration agreement(s); and
- d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.

The respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.

6. The claimant shall submit a reply to any counterclaim within 30 days from the date of receipt of the counterclaims communicated by the Secretariat. Prior to the transmission of the file to the arbitral tribunal, the Secretariat may grant the claimant an extension of time for submitting the reply.

## **Article 6**

### **Effect of the Arbitration Agreement**

1. Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.
2. By agreeing to arbitration under the Rules, the parties have accepted that the arbitration shall be administered by the PICCR.
3. If any party against which a claim has been made does not submit an Answer, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single



arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal, unless the Secretariat refers the matter to the PICCR for its decision pursuant to Article 6 (Effect of the Arbitration Agreement), Paragraph 4.

4. In all cases referred to the PICCR under Article 6 (Effect of the Arbitration Agreement), Paragraph 3, the PICCR shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that the PICCR is prima facie satisfied that an arbitration agreement under the Rules may exist. In particular:

(i) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to Article 7 (Joinder of Additional Parties), with respect to which the PICCR is prima facie satisfied that an arbitration agreement under the Rules that binds them all may exist; and

(ii) where claims pursuant to Article 9 (Multiple Contracts) are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the PICCR is prima facie satisfied:

(a) that the arbitration agreements under which those claims are made may be compatible, and

(b) that all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.

The PICCR's decision pursuant to Article 6 (Effect of the Arbitration Agreement), Paragraph 4 is without prejudice to the admissibility or merits of any party's plea or pleas.

5. In all matters decided by the PICCR under Article 6 (Effect of the Arbitration Agreement), Paragraph 4, any decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the PICCR decides that the arbitration cannot proceed, shall then be taken by the arbitral tribunal itself.



6. Where the parties are notified of the PICCR's decision pursuant to Article 6 (Effect of the Arbitration Agreement), Paragraph 4 that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.

7. Where the PICCR has decided pursuant to Article 6 (Effect of the Arbitration Agreement), Paragraph 4 that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.

8. If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.

9. Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

## **MULTIPLE PARTIES, MULTIPLE CONTRACTS AND CONSOLIDATION**

### **Article 7 Joinder of Additional Parties**

1. A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the "Request for Joinder") to the Secretariat. The date on which the Request for Joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of Articles 6 (Effect of the Arbitration Agreement), Paragraphs 3 to 7 and, 9 (Multiple Contracts). No additional party may be joined after the confirmation or appointment of any arbitrator, unless all parties, including the additional party, otherwise agree. The Secretariat may fix a time limit for the submission of a Request for Joinder.

2. The Request for Joinder shall contain the following information:



- a) the case reference of the existing arbitration;
- b) the name in full, description, address and other contact details of each of the parties, including the additional party; and
- c) the information specified in Article 4 (Request for Arbitration), Paragraph 3 (c), (d), (e) and (f).

The party filing the Request for Joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.

3. The provisions of Articles 4 (Request for Arbitration), Paragraphs 4 and 5 shall apply, mutatis mutandis, to the Request for Joinder.

4. The additional party shall submit an Answer in accordance, mutatis mutandis, with the provisions of Article 5 (Answer to the Request and Counterclaims), Paragraphs 1 to 4. The additional party may make claims against any other party in accordance with the provisions of Article 8 (Claims Between Multiple Parties).

## **Article 8** **Claims Between Multiple Parties**

1. In an arbitration with multiple parties, claims may be made by any party against any other party, subject to the provisions of Articles 6 (Effect of the Arbitration Agreement), Paragraphs 3 to 7 and 9 (Multiple Contracts) and provided that no new claims may be made after the Terms of Reference are signed or approved by the PICCR without the authorization of the arbitral tribunal pursuant to Article 23 (Terms of Reference), Paragraph 4.

2. Any party making a claim pursuant to Article 8 (Claims Between Multiple Parties), Paragraph 1 shall provide the information specified in Article 4 (Request for Arbitration), Paragraph 3 (c), (d), (e) and (f).

3. Before the Secretariat transmits the file to the arbitral tribunal in accordance with Article 16, the following provisions shall apply, mutatis mutandis, to any claim made: Article 4 (Request for Arbitration), Paragraph 4



(a); Article 4 (Request for Arbitration), Paragraph 5; Article 5 (Answer to the Request and Counterclaims), Paragraph 1, except for subparagraphs (a), (b), (e) and (f); Article 5 (Answer to the Request and Counterclaims), Paragraph 2; Article 5 (Answer to the Request and Counterclaims), Paragraphs 3 and 4. Thereafter, the arbitral tribunal shall determine the procedure for making a claim.

### **Article 9 Multiple Contracts**

Subject to the provisions of Articles 6 (Effect of the Arbitration Agreement), Paragraphs 3 to 7 and 23 (Terms of Reference), Paragraph 4, claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

### **Article 10 Consolidation of Arbitrations**

The PICCR may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:

- a) the parties have agreed to consolidation; or
- b) all of the claims in the arbitrations are made under the same arbitration agreement; or
- c) where the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the PICCR finds the arbitration agreements to be compatible.

In deciding whether to consolidate, the PICCR may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.



When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

## THE ARBITRAL TRIBUNAL

### Article 11 General Provisions

1. Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration and their counsels.
2. Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. The Secretariat shall provide such information to the parties in writing and fix a time limit for any comments from them.
3. An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in Article 11 (General Provisions), Paragraph 2 concerning the arbitrator's impartiality or independence which may arise during the arbitration.
4. The decisions of the PICCR as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.
5. By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules and such other rules and guidelines that the PICCR may issue from time to time.
6. Insofar as the parties have not provided otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 12 (Constitution of the Arbitral Tribunal) and 13 (Appointment and Confirmation of the Arbitrators).



## **Article 12 Constitution of the Arbitral Tribunal**

### **Number of Arbitrators**

1. The disputes shall be decided by a sole arbitrator or by three arbitrators.
2. Where the parties have not agreed upon the number of arbitrators, the PICCR shall appoint a sole arbitrator, save where it appears to the PICCR that the dispute is such as to warrant the appointment of three arbitrators. In such case, the claimant shall nominate an arbitrator within a period of 15 days from receipt of the notification of the decision of the PICCR, and the respondent shall nominate an arbitrator within a period of 15 days from receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the PICCR.

### **Sole Arbitrator**

3. Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within 30 days from the date when the claimant's Request has been received by the other party, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the PICCR.

### **Three Arbitrators**

4. Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the PICCR.
5. Where the dispute is to be referred to three arbitrators, the third arbitrator, who will act as chair of the arbitral tribunal, shall be appointed by the PICCR, unless the parties have agreed upon another procedure for such appointment, in which case the nomination will be subject to confirmation pursuant to Article 13 (Appointment and Confirmation of the Arbitrators). Should such procedure not result in a nomination within 30 days from the confirmation or appointment of the co-arbitrators or any other time limit



agreed by the parties or fixed by the PICCR, the third arbitrator shall be appointed by the PICCR.

6. Where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator for confirmation pursuant to Article 13 (Appointment and Confirmation of the Arbitrators).

7. Where an additional party has been joined, and where the dispute is to be referred to three arbitrators, the additional party may, jointly with the claimant(s) or with the respondent(s), nominate an arbitrator for confirmation pursuant to Article 13 (Appointment and Confirmation of the Arbitrators).

8. In the absence of a joint nomination pursuant to Articles 12 (Constitution of the Arbitral Tribunal), Paragraphs 6 or, 7 and where all parties are unable to agree to a method for the constitution of the arbitral tribunal, the PICCR may appoint each member of the arbitral tribunal and shall designate one of them to act as chair. In such case, the PICCR shall be at liberty to choose any person it regards as suitable to act as arbitrator, applying Article 13 (Appointment and Confirmation of the Arbitrators) when it considers this appropriate.

### **Article 13** **Appointment and Confirmation of the Arbitrators**

1. In confirming or appointing arbitrators, the PICCR shall consider the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules. The same shall apply where the Secretariat confirms arbitrators pursuant to Article 13 (Appointment and Confirmation of the Arbitrators), Paragraph 2.

2. The Secretariat may confirm as co-arbitrators, sole arbitrators and chairs of arbitral tribunals persons nominated by the parties or pursuant to their particular agreements, provided that the statement they have submitted contains no qualification regarding impartiality or independence or that a qualified statement regarding impartiality or independence has not given rise



to objections. Such confirmation shall be reported to the PICCR at its next session. If the Secretariat considers that a co-arbitrator, sole arbitrator or chair of an arbitral tribunal should not be confirmed, the matter shall be submitted to the PICCR.

3. Where the PICCR is to appoint an arbitrator, it shall make the appointment upon proposal of the Secretariat. If the PICCR does not accept the proposal made, or if the Secretariat fails to make the proposal requested within the time limit fixed by the PICCR, the PICCR may repeat its request, request a proposal from the Secretariat, or appoint directly any person whom it regards as suitable.

4. For arbitrations where a party or the parties are of different nationalities, the sole arbitrator or the chair of the arbitral tribunal shall be of a nationality other than those of the parties. However, in suitable circumstances and provided that none of the parties objects within the time limit fixed by the PICCR, the sole arbitrator or the chair of the arbitral tribunal may be chosen from a country of which any of the parties is a national.

#### **Article 14**

#### **Challenge of Arbitrators**

1. A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based.

2. For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.

3. The PICCR shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and any other members of the arbitral tribunal to comment in writing within a suitable



period of time. Such comments shall be communicated to the parties and to the arbitrators.

## **Article 15** **Replacement of Arbitrators**

1. An arbitrator shall be replaced upon death, upon acceptance by the PICCR of the arbitrator's resignation, upon acceptance by the PICCR of a challenge, or upon acceptance by the PICCR of a request of all the parties.
2. An arbitrator shall also be replaced on the PICCR's own initiative when it decides that the arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.
3. When, on the basis of information that has come to its attention, the PICCR considers applying Article 15 (Replacement of Arbitrators), Paragraph 2, it shall decide on the matter after the arbitrator concerned, the parties and any other members of the arbitral tribunal have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.
4. When an arbitrator is to be replaced, the PICCR has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.
5. Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or been removed by the PICCR pursuant to Articles 15 (Replacement of Arbitrators), Paragraphs 1 or 2, the PICCR may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the PICCR shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.



## **THE ARBITRAL PROCEEDINGS**

### **Article 16 Transmission of the File to the Arbitral Tribunal**

The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the Secretariat at this stage, pursuant to Appendix 3, has been paid.

### **Article 17 Proof of Authority**

At any time after the commencement of the arbitration, the arbitral tribunal or the Secretariat may require proof of the authority of any party representatives.

### **Article 18 Place of the Arbitration**

1. The place of the arbitration shall be fixed by the arbitral tribunal unless agreed upon by the parties or, in the absence of such agreement, unless otherwise fixed by the PICCR.
2. The arbitral tribunal may, after consultation with the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.
3. The arbitral tribunal may deliberate at any location it considers appropriate.

### **Article 19 Rules Governing the Proceedings**

The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.



## **Article 20**

### **Language of the Arbitration**

In the absence of an agreement by the parties, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances, including the language of the contract.

## **Article 21**

### **Applicable Rules of Law**

1. The parties are free to agree on the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.
2. The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.
3. The arbitral tribunal shall assume the powers of an *amiable compositeur* or decide *ex aequo et bono* only if the parties have agreed to give it such powers.

## **Article 22**

### **Conduct of the Arbitration**

1. The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.
2. In order to ensure effective case management, the arbitral tribunal, after consulting the parties, may adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties.
3. Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.



4. In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
5. The parties undertake to comply with any order made by the arbitral tribunal.

### **Article 23**

#### **Terms of Reference**

1. As soon as it has received the file from the Secretariat, the arbitral tribunal shall draw up, on the basis of documents or in the presence of the parties and in the light of their most recent submissions, a document defining its Terms of Reference. This document shall include the following particulars:

- a) names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration;
- b) addresses to which notifications and communications arising in the course of the arbitration may be made;
- c) summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- d) unless the arbitral tribunal considers it inappropriate, a list of issues to be determined;
- e) the names in full, address and other contact details of each of the arbitrators;
- f) the place of the arbitration; and
- g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitral tribunal to act as *amiable compositeur* or to decide *ex aequo et bono*.

2. The Terms of Reference shall be signed by the parties and the arbitral tribunal. Within 30 days of the date on which the file has been transmitted to it, the arbitral tribunal shall transmit to the PICCR the Terms of Reference



signed by it and by the parties. The PICCR may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

3. If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the PICCR for approval. When the Terms of Reference have been signed in accordance with Article 23 (Terms of Reference), Paragraph 2 or approved by the PICCR, the arbitration shall proceed.

4. After the Terms of Reference have been signed or approved by the PICCR, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.

#### **Article 24**

#### **Case Management Conference and Procedural Timetable**

1. When drawing up the Terms of Reference or as soon as possible thereafter, the arbitral tribunal shall convene a case management conference to consult the parties on procedural measures that may be adopted pursuant to Article 22 (Conduct of the Arbitration), Paragraph 2.

2. During or following such conference, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the PICCR and the parties.

3. To ensure continued effective case management, the arbitral tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.

4. Case management conferences may be conducted through a meeting in person, by videoconference, telephone or similar means of communication. In the absence of an agreement of the parties, the arbitral tribunal shall determine the means by which the conference will be conducted. The arbitral tribunal may request the parties to submit case management proposals in



advance of a case management conference and may request the attendance at any case management conference of the parties in person or through an internal representative.

## **Article 25**

### **Establishing the Facts of the Case**

1. The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
2. After studying the written submissions of the parties and all documents relied upon, the arbitral tribunal shall hear the parties together in person if any of them so requests or, failing such a request, it may of its own motion decide to hear them.
3. The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.
4. The arbitral tribunal, after having consulted the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.
5. At any time during the proceedings, the arbitral tribunal may summon any party to provide additional evidence.
6. The arbitral tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

## **Article 26**

### **Hearings**

1. When a hearing is to be held, the arbitral tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it.



2. If any of the parties, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.
3. The arbitral tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitral tribunal and the parties, persons not involved in the proceedings shall not be admitted.
4. The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.

### **Article 27**

#### **Closing of the Proceedings and Date for Submission of Draft Awards**

As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorized submissions concerning such matters, whichever is later, the arbitral tribunal shall:

- a) declare the proceedings closed with respect to the matters to be decided in the award; and
- b) inform the Secretariat and the parties of the date by which it expects to submit its draft award to the PICCR for approval pursuant to Article 35 (PICCR Review and Recommendations).

After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the arbitral tribunal.

### **Article 28**

#### **Early Dismissal of Claims and Defenses**

1. A party may apply to the arbitral tribunal for the early dismissal of a claim or defense on the basis that:
  - a) a claim or defense is manifestly without legal merit; or



b) a claim or defense is manifestly outside the jurisdiction of the arbitral tribunal.

2. An application for the early dismissal of a claim or defense shall state in detail the facts and legal basis supporting the application. The party applying for early dismissal shall, at the same time as it files the application with the arbitral tribunal, send a copy of the application to the other party, and shall notify the arbitral tribunal that it has done so, specifying the mode of service employed and the date of service.

3. The arbitral tribunal may, in its discretion, allow the application for the early dismissal of a claim or defense under this Article 28 (Early Dismissal of Claims and Defenses) to proceed. If the application is allowed to proceed, the arbitral tribunal shall, after giving the parties the opportunity to be heard, decide whether to grant, in whole or in part, the application for early dismissal.

4. If the application is allowed to proceed, the arbitral tribunal shall make an order or Award on the application, with reasons, which may be in summary form. The order or Award shall be made within 60 days of the date of filing of the application, unless, in exceptional circumstances, the Secretariat extends the time.

## **Article 29**

### **Conservatory and Interim Measures**

1. Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitral tribunal considers appropriate.

2. Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be



an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal.

Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitral tribunal thereof.

### **Article 30 Emergency Arbitrator**

1. A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal (“Emergency Measures”) may make an application for such measures pursuant to the Emergency Arbitration Rules in Appendix 1. Any such application shall be accepted only if it is received by the Secretariat prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 (Transmission of the File to the Arbitral Tribunal) and irrespective of whether the party making the application has already submitted its Request.
2. The emergency arbitrator’s decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.
3. The emergency arbitrator’s order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.
4. The arbitral tribunal shall decide upon any party’s requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.
5. Article 30 (Emergency Arbitrator), Paragraphs 1 to 4 and the Emergency Arbitration Rules set forth in Appendix 1 (collectively the “Emergency Arbitrator Provisions”) shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.



6. The Emergency Arbitrator Provisions shall not apply if:

- (a) the parties have agreed to opt out of the Emergency Arbitrator Provisions; or
- (b) the parties have agreed to another pre-arbitral procedure that provides for the granting of conservatory, interim or similar measures.

7. The Emergency Arbitrator Provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat.

### **Article 31 Expedited Procedure**

1. By agreeing to arbitration under the Rules, the parties agree that this Article 31 (Expedited Procedure) and the Expedited Procedure Rules set forth in Appendix 2 (collectively the “Expedited Procedure Provisions”) shall take precedence over any contrary terms of the arbitration agreement.

2. The Expedited Procedure Provisions shall apply if:

- a) the amount in dispute does not exceed the limit set out in Article 1(Expedited Procedure Rules) of Appendix 2 at the time of the communication referred to in Article 1 (Expedited Procedure Rules), Paragraph 3 of that Appendix; or
- b) the parties so agree.

3. The Expedited Procedure Provisions shall not apply if:

- a) the parties have agreed to opt out of the Expedited Procedure Provisions; or



b) the PICCR, upon the request of a party before the constitution of the arbitral tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Provisions.

## **AWARDS**

### **Article 32**

#### **Time Limit for the Final Award**

1. The time limit within which the arbitral tribunal must render its final award is 6 months. Such time limit shall start to run from the date of the last signature by the arbitral tribunal or by the parties of the Terms of Reference or, in the case of application of Article 23 (Terms of Reference), Paragraph 3, the date of the notification to the arbitral tribunal by the Secretariat of the approval of the Terms of Reference by the PICCR. The PICCR may fix a different time limit based upon the procedural timetable established pursuant to Article 24 (Case Management Conference and Procedural Timetable), Paragraph 2.

2. The PICCR may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

### **Article 33**

#### **Making of the Award**

1. When the arbitral tribunal is composed of more than one arbitrator, an award is made by a majority decision. If there is no majority on all or specific issues, the award shall be made by the chair of the arbitral tribunal alone in respect either of all or the specific issues on which there is no majority decision.

2. The award shall state the reasons upon which it is based.

3. The award shall be deemed to be made at the place of the arbitration and on the date stated therein.

4. Unless otherwise agreed by the parties, the arbitral tribunal may make separate awards on different issues at different times.



### **Article 34 Award by Consent**

If the parties reach a settlement after the file has been transmitted to the arbitral tribunal in accordance with Article 16 (Transmission of the File to the Arbitral Tribunal), the settlement shall be recorded in the form of an award made by consent of the parties, if so requested by the parties and if the arbitral tribunal agrees to do so.

### **Article 35 PICCR Review and Recommendations**

Before signing any award, the arbitral tribunal shall submit it in draft form to the PICCR. The PICCR may lay down modifications as to the form of the award and, having due regard to the arbitral tribunal's power to resolve the dispute, may also draw its attention to points of substance. No award shall be rendered by the arbitral tribunal until it has been approved by the PICCR as to its form.

### **Article 36 Notification, Deposit and Enforceability of the Award**

1. Once an award has been made, the Secretariat shall notify the parties of the text signed by the arbitral tribunal, provided always that the costs of the arbitration have been fully paid to the PICCR by the parties or by one of them.
2. Additional copies certified true by the Secretariat shall be made available on request and at any time to the parties, but to no one else.
3. By virtue of the notification made in accordance with Article 36 (Notification, Deposit and Enforceability of the Award), Paragraph 1, the parties waive any other form of notification or deposit on the part of the arbitral tribunal.
4. An original of each award made in accordance with the Rules shall be deposited with the Secretariat.



5. The arbitral tribunal and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.
6. Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

**Article 37**  
**Correction and Interpretation of the Award; Remission of Awards;  
Additional Awards**

1. On its own initiative, the arbitral tribunal may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted for approval to the PICCR within 30 days of the date of such award.
2. Any application of a party for the correction of an error of the kind referred to in Article 37 (Correction and Interpretation of the Award; Remission of Awards; Additional Awards), Paragraph 1, or for the interpretation of an award, must be made to the Secretariat within 30 days of the receipt of the award by such party, in a number of copies as stated in Article 3 (Written Notifications or Communications and Time Limits), Paragraph 1. After transmittal of the application to the arbitral tribunal, the latter shall grant the other party a short time limit, normally not exceeding 30 days, from the receipt of the application by that party, to submit any comments thereon. The arbitral tribunal shall submit its decision on the application in draft form to the PICCR not later than 30 days following the expiration of the time limit for the receipt of any comments from the other party or within such other period as the PICCR may decide.
3. A decision to correct or to interpret the award shall take the form of an addendum and shall constitute part of the award. The provisions of Articles 33 (Making of the Award), 35 (PICCR Review and Recommendation) and 36 (Notification, Deposit and Enforceability of the Award) shall apply mutatis mutandis.
4. Where a court remits an award to the arbitral tribunal, the provisions of Articles 33 (Making of the Award), 35 (PICCR Review and



Recommendation) and 36 Notification, Deposit and Enforceability of the Award) shall apply mutatis mutandis to any addendum or award made pursuant to the terms of such remission. The PICCR may take any steps as may be necessary to enable the arbitral tribunal to comply with the terms of such remission and may fix an advance to cover any additional fees and expenses of the arbitral tribunal and any additional PICCR administrative expenses.

5. Within 30 days after receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitration but omitted from the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for the other party to comment on such request.

6. If the arbitral tribunal considers the request for an additional award to be justified, it shall make the additional award within 60 days after receipt of the request but may extend such period of time if necessary.

7. The arbitral tribunal has the power to make an additional award which is necessitated by or consequential on the correction of any error or the interpretation of any point or part of the award under this Article 37 (Correction and Interpretation of the Award; Remission of Awards; Additional Awards).

8. When an additional award is made, the provisions of Article 33 (Making of the Award) shall apply.

## **COSTS**

### **Article 38**

#### **Advance to Cover the Costs of the Arbitration**

1. After receipt of the Request, the Secretariat may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration

a) until the Terms of Reference have been drawn up; or



b) when the Expedited Procedure Provisions apply, until the case management conference.

Any provisional advance paid will be considered as a partial payment by the claimant of any advance on costs fixed by the PICCR pursuant to this Article 38 (Advance to Cover the Costs of the Arbitration).

2. As soon as practicable, the PICCR shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators and the administrative expenses for the claims which have been referred to it by the parties, unless any claims are made under Article 7 (Joinder of Additional Parties) or 8 (Claims Between Multiple Parties) in which case Article 38 (Advance to Cover the Costs of the Arbitration), Paragraph 4 shall apply. The advance on costs fixed by the PICCR pursuant to this Article 38 (Advance to Cover the Costs of the Arbitration), Paragraph 2 shall be payable in equal shares by the claimant and the respondent.

3. Where counterclaims are submitted by the respondent under Article 5 (Answer to the Request and Counterclaims) or otherwise, the PICCR may fix separate advances on costs for the claims and the counterclaims. When the PICCR has fixed separate advances on costs, each of the parties shall pay the advance on costs corresponding to its claims.

4. Where claims are made under Article 7 (Joinder of Additional Parties) or 8 (Claims Between Multiple Parties), the PICCR shall fix one or more advances on costs that shall be payable by the parties as decided by the PICCR. Where the PICCR has previously fixed any advance on costs pursuant to this Article 38 (Advance to Cover the Costs of the Arbitration), any such advance shall be replaced by the advance(s) fixed pursuant to this Article 38 (Advance to Cover the Costs of the Arbitration), Paragraph 4, and the amount of any advance previously paid by any party will be considered as a partial payment by such party of its share of the advance(s) on costs as fixed by the PICCR pursuant to this Article 38 (Advance to Cover the Costs of the Arbitration), Paragraph 4.

5. The amount of any advance on costs fixed by the PICCR pursuant to this Article 38 (Advance to Cover the Costs of the Arbitration) may be subject to readjustment at any time during the arbitration. In all cases, any party shall



be free to pay any other party's share of any advance on costs should such other party fail to pay its share.

6. When a request for an advance on costs has not been complied with, and after consultation with the arbitral tribunal, the Secretariat may direct the arbitral tribunal to suspend its work and set a time limit, which must be not less than 15 days, on the expiry of which the relevant claims shall be considered as withdrawn. Should the party in question wish to object to this measure, it must make a request within the aforementioned period for the matter to be decided by the PICCR. Such party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding. The Secretariat may, instead of directing the suspension of the proceedings, if it considers appropriate, allow the arbitral tribunal to proceed with the arbitration with respect to claims or counter-claims for which the corresponding advance on costs have been separately determined and paid pursuant to Article 38 (Advance to Cover the Costs of the Arbitration), Paragraph 3.

7. If one of the parties claims a right to a set-off with regard to any claim, such set-off shall be taken into account in determining the advance to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the arbitral tribunal to consider additional matters.

### **Article 39** **Decision as to the Costs of the Arbitration**

1. The costs of the arbitration shall include the fees and expenses of the arbitrators and the administrative fees fixed by the PICCR in accordance with such schedules in force at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.

2. The PICCR may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant schedule should this be deemed necessary due to the exceptional circumstances of the case.



3. At any time during the arbitral proceedings, the arbitral tribunal may make decisions on costs, other than those to be fixed by the PICCR, and order payment.
4. The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
5. In making decisions as to costs, the arbitral tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.
6. In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a final award, the PICCR shall fix the fees and expenses of the arbitrators and the administrative expenses. If the parties have not agreed upon the allocation of the costs of the arbitration or other relevant issues with respect to costs, such matters shall be decided by the arbitral tribunal. If the arbitral tribunal has not been constituted at the time of such withdrawal or termination, any party may request the PICCR to proceed with the constitution of the arbitral tribunal in accordance with the Rules so that the arbitral tribunal may make decisions as to costs.

## MISCELLANEOUS

### Article 40 Modified Time Limits

1. The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.
2. The PICCR, on its own initiative, may extend any time limit which has been modified pursuant to Article 40 (Modified Time Limits), Paragraph 1 if it decides that it is necessary to do so in order that the arbitral tribunal and the PICCR may fulfil their responsibilities in accordance with the Rules.



## **Article 41 Waiver**

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

## **Article 42 Limitation of Liability**

The arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the PICCR, its Secretariat and its employees, shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

## **Article 43 General Rule**

In all matters not expressly provided for in the Rules, the PICCR and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.



**APPENDIX 1  
EMERGENCY ARBITRATION RULES**

**Article 1  
Application for Emergency Measures**

1. A party wishing to have recourse to an emergency arbitrator pursuant to Article 30 of the Arbitration Rules of the Philippine International Center for Conflict Resolution, Inc. (the “Rules”) shall submit its Application for Emergency Measures (the “Application”) to the Secretariat.
2. The Application shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for the emergency arbitrator, and one for the Secretariat.
3. The Application shall contain the following information:
  - a) the name in full, description, address and other contact details of each of the parties;
  - b) the name in full, address and other contact details of any person(s) representing the applicant;
  - c) a description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
  - d) a statement of the Emergency Measures sought;
  - e) the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal;
  - f) any relevant agreements and, in particular, the arbitration agreement;
  - g) any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration;
  - h) proof of payment of the amount referred to in Article 7(1) of this Appendix; and



i) any Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Secretariat by any of the parties to the emergency arbitrator proceedings prior to the making of the Application.

The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the Application.

4. The Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.

5. If and to the extent that the President of the PICCR (the “President”) considers, on the basis of the information contained in the Application, that the Emergency Arbitrator Provisions apply with reference to Article 30(5) and Article 30(6) of the Rules, the Secretariat shall transmit a copy of the Application and the documents annexed thereto to the responding party. If and to the extent that the President considers otherwise, the Secretariat shall inform the parties that the emergency arbitrator proceedings shall not take place with respect to some or all of the parties and shall transmit a copy of the Application to them for information.

## **Article 2**

### **Appointment of the Emergency Arbitrator; Transmission of the File**

1. The President shall appoint an emergency arbitrator within as short a time as possible, normally within two days from the Secretariat’s receipt of the Application.

2. No emergency arbitrator shall be appointed after the file has been transmitted to the arbitral tribunal pursuant to Article 16 of the Rules. An emergency arbitrator appointed prior thereto shall retain the power to make an order within the time limit permitted by Article 6(4) of this Appendix.

3. Once the emergency arbitrator has been appointed, the Secretariat shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to the other party and the



Secretariat. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Secretariat.

4. Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.

5. Before being appointed, a prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The Secretariat shall provide a copy of such statement to the parties.

6. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.

### **Article 3 Challenge**

1. A challenge against the emergency arbitrator must be made within 3 days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.

2. The challenge shall be decided by the Court after the Secretariat has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.

### **Article 4 Place of Emergency Arbitration Proceedings**

1. If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the President shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to Article 18(1) of the Rules.

2. Any meeting with the emergency arbitrator may be conducted through a meeting in person at any location the emergency arbitrator considers appropriate or by videoconference, telephone or similar means of communication.



## **Article 5 Proceedings**

1. The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within as short a time as possible, normally within two days from the transmission of the file to the emergency arbitrator pursuant to Article 2(3) of this Appendix.
2. The emergency arbitrator shall conduct the proceedings in the manner which the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the Application. In all cases, the emergency arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

## **Article 6 Order**

1. Pursuant to Article 30(2) of the Rules, the emergency arbitrator's decision shall take the form of an order (the "Order").
2. In the Order, the emergency arbitrator shall determine whether the Application is admissible pursuant to Article 30(1) of the Rules and whether the emergency arbitrator has jurisdiction to order Emergency Measures.
3. The Order shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator.
4. The Order shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator pursuant to Article 2(3) of this Appendix. The President may extend the time limit pursuant to a reasoned request from the emergency arbitrator or on the President's own initiative if the President decides it is necessary to do so.
5. Within the time limit established pursuant to Article 6(4) of this Appendix, the emergency arbitrator shall send the Order to the parties, with a copy to the Secretariat, by any of the means of communication permitted by Article 3(2) of the Rules that the emergency arbitrator considers will ensure prompt receipt.



6. The Order shall cease to be binding on the parties upon:
- a) the acceptance by the PICCR of a challenge against the emergency arbitrator pursuant to Article 3 of this Appendix;
  - b) the arbitral tribunal's final award, unless the arbitral tribunal expressly decides otherwise; or
  - c) the withdrawal of all claims or the termination of the arbitration before the rendering of a final award.
7. The emergency arbitrator may make the Order subject to such conditions as the emergency arbitrator thinks fit, including requiring the provision of appropriate security.
8. Upon a reasoned request by a party made prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 of the Rules, the emergency arbitrator may modify, terminate or annul the Order.

### **Article 7**

#### **Costs of the Emergency Arbitration Proceedings**

1. The applicant must pay an amount of PhP 150,000, consisting of PhP 50,000 for PICCR administrative expenses and PhP 100,000 for the emergency arbitrator's fees and expenses. Notwithstanding Article 1(5) of this Appendix, the Application shall not be notified until the payment of PhP 150,000 is received by the Secretariat.
2. The President may, at any time during the emergency arbitrator proceedings and upon the recommendation of the Secretary-General, decide to increase the emergency arbitrator's fees or the PICCR administrative expenses taking into account, *inter alia*, the nature of the case and the nature and amount of work performed by the emergency arbitrator, the Board of Trustees, the President and the Secretariat. If the party which submitted the Application fails to pay the increased costs within the time limit fixed by the Secretariat, the Application shall be considered as withdrawn.



3. The emergency arbitrator's Order shall fix the costs of the emergency arbitrator proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
4. The costs of the emergency arbitrator proceedings include the PICCR administrative expenses, the emergency arbitrator's fees and expenses and the reasonable legal and other costs incurred by the parties for the emergency arbitrator proceedings.
5. In the event that the emergency arbitrator proceedings do not take place pursuant to Article 1(5) of this Appendix or are otherwise terminated prior to the making of an Order, the President shall determine, upon the recommendation of the Secretary-General, the amount to be reimbursed to the applicant, if any. An amount of PhP 25,000 for PICCR administrative expenses is non-refundable in all cases.

## **Article 8 General Rule**

1. The President shall have the power to decide, at the President's discretion, all matters relating to the administration of the emergency arbitrator proceedings not expressly provided for in this Appendix.
2. In the President's absence or otherwise at the President's request, the Secretary General shall have the power to take decisions on behalf of the President.
3. In all matters concerning emergency arbitrator proceedings not expressly provided for in this Appendix, the Board of Trustees, the President and the emergency arbitrator shall act in the spirit of the Rules and this Appendix.



## **APPENDIX 2 EXPEDITED PROCEDURE RULES**

### **Article 1 Application**

1. Insofar as Article 31 of the Arbitration Rules of the Philippine International Center for Conflict Resolution, Inc. (the “Rules”) and this Appendix do not provide otherwise, the Rules shall apply to an arbitration under the Expedited Procedure Rules.
2. The amount referred to in Article 31(2), subparagraph a), of the Rules is PhP 20,000,000.
3. Upon receipt of the Answer to the Request pursuant to Article 5 of the Rules, or upon expiry of the time limit for the Answer or at any relevant time thereafter and subject to Article 31(3) of the Rules, the Secretariat will inform the parties that the Expedited Procedure Provisions shall apply in the case.
4. The Board of Trustees may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Expedited Procedure Provisions shall no longer apply to the case. In such case, unless the Board of Trustees considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.

### **Article 2 Constitution of the Arbitral Tribunal**

1. The PICCR may, notwithstanding any contrary provision of the arbitration agreement, appoint a sole arbitrator.
2. The parties may nominate the sole arbitrator within a time limit to be fixed by the Secretariat. In the absence of such nomination, the sole arbitrator shall be appointed by the PICCR within as short a time as possible.



### **Article 3 Proceedings**

1. Article 23 of the Rules shall not apply to an arbitration under the Expedited Procedure Rules.
2. After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.
3. The case management conference convened pursuant to Article 24 of the Rules shall take place no later than 15 days after the date on which the file was transmitted to the arbitral tribunal. The PICCR may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
4. The arbitral tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the arbitral tribunal may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).
5. The arbitral tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts. When a hearing is to be held, the arbitral tribunal may conduct it by videoconference, telephone or similar means of communication.

### **Article 4 Award**

1. The time limit within which the arbitral tribunal must render its final award is six months from the date of the case management conference. The PICCR may extend the time limit pursuant to Article 31(2) of the Rules.
2. The fees of the arbitral tribunal shall be fixed according to the schedules of administrative expenses and arbitrator's fees for the expedited procedure set out in Appendix 2.



## **Article 5 General Rule**

In all matters concerning the expedited procedure not expressly provided for in this Appendix, the PICCR and the arbitral tribunal shall act in the spirit of the Rules and this Appendix.



## **APPENDIX 3 COSTS**

### **Article 1 Advance on Costs**

1. Each request to commence an arbitration pursuant to the Rules must be accompanied by a filing fee of PHP 25,000. Such payment is non-refundable and shall be credited to the claimant's portion of the advance on costs.
2. The provisional advance fixed by the PICCR according to Article 38(1) of the Rules shall normally not exceed the amount obtained by adding together the PICCR administrative expenses, the minimum of the fees (as set out in the schedules hereinafter) based upon the amount of the claim and the expected reimbursable expenses of the arbitral tribunal incurred with respect to the drafting of the Terms of Reference or the holding of the case management conference. If such amount is not quantified, the provisional advance shall be fixed at the discretion of the President, upon the recommendation of the Secretary General. Payment by the claimant shall be credited to its share of the advance on costs fixed by the PICCR.
3. In general, the arbitral tribunal shall, in accordance with Article 38(6) of the Rules, proceed only with respect to those claims or counterclaims in regard to which the whole of the advance on costs has been paid.
4. The advance on costs fixed by the PICCR according to Articles 38(2) or 38(4) of the Rules comprises the fees of the arbitrator or arbitrators (hereinafter referred to as "arbitrator"), any arbitration-related expenses of the arbitrator and the PICCR administrative expenses.
5. Each party shall pay its share of the total advance on costs in cash or manager's check payable to the PICCR.
6. The PICCR may authorize the payment of advances on costs, or any party's share thereof, in installments, subject to such conditions as the PICCR thinks fit, including the payment of additional PICCR administrative expenses.



7. A party that has already paid in full its share of the advance on costs fixed by the PICCR may, in accordance with Article 38(5) of the Rules, pay the unpaid portion of the advance owed by the defaulting party by posting a bank guarantee.
8. When the PICCR has fixed separate advances on costs pursuant to Article 38(3) of the Rules, the Secretariat shall invite each party to pay the amount of the advance corresponding to its respective claim(s).
9. When, as a result of the fixing of separate advances on costs, the separate advance fixed for the claim of either party exceeds one half of such global advance as was previously fixed (in respect of the same claims and counterclaims that are the subject of separate advances), a bank guarantee may be posted to cover any such excess amount. In the event that the amount of the separate advance is subsequently increased, at least one half of the increase shall be paid in cash.
10. The Secretariat shall establish the terms governing all bank guarantees which the parties may post pursuant to the above provisions.
11. As provided in Article 38(5) of the Rules, the advance on costs may be subject to readjustment at any time during the arbitration, in particular to take into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the arbitrator, or the evolving difficulty or complexity of arbitration proceedings.
12. Before any expertise ordered by the arbitral tribunal can be commenced, the parties, or one of them, shall pay an advance on costs fixed by the arbitral tribunal sufficient to cover the expected fees and expenses of the expert as determined by the arbitral tribunal. The arbitral tribunal shall be responsible for ensuring the payment by the parties of such fees and expenses.
13. The amounts paid as advances on costs do not yield interest for the parties or the arbitrator.



## **Article 2 Costs and Fees**

1. Subject to Article 39(2) of the Rules, the PICCR shall fix the fees of the arbitrator in accordance with the applicable schedule published hereinafter, where the amount in dispute is not stated, at its discretion.
2. In setting the arbitrator's fees, the PICCR shall take into consideration the diligence and efficiency of the arbitrator, the time spent, the rapidity of the proceedings, the complexity of the dispute and the timeliness of the submission of the draft award, so as to arrive at a figure within the limits specified or, in exceptional circumstances (Article 39(2) of the Rules), at a figure higher or lower than those limits.
3. When a case is submitted to more than one arbitrator, the PICCR, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of one arbitrator.
4. The arbitrator's fees and expenses shall be fixed exclusively by the PICCR as required by the Rules. Separate fee arrangements between the parties and the arbitrator are contrary to the Rules.
5. The PICCR shall fix the PICCR administrative expenses of each arbitration in accordance with the schedules hereinafter set out or, where the amount in dispute is not stated, at its discretion. Where the parties have agreed upon additional services, or in exceptional circumstances, the PICCR may fix the PICCR administrative expenses at a lower or higher figure than that which would result from the application of such schedule, provided that such expenses shall normally not exceed the maximum amount of the schedule.
6. At any time during the arbitration, the PICCR may fix as payable a portion of the PICCR administrative expenses corresponding to services that have already been performed by the Secretariat.
7. The PICCR may require the payment of administrative expenses in addition to those provided in the schedule of administrative expenses as a condition for holding an arbitration in abeyance at the request of the parties or of one of them with the acquiescence of the other.



8. If an arbitration terminates before the rendering of a final award, the PICCR shall fix the fees and expenses of the arbitrators and the PICCR administrative expenses at its discretion, taking into account the stage attained by the arbitral proceedings and any other relevant circumstances.

9. Any amount paid by the parties as an advance on costs exceeding the costs of the arbitration fixed by the PICCR shall be reimbursed to the parties having regard to the amounts paid.

10. In the case of an application under Article 37(2) of the Rules or of a remission pursuant to Article 37(4) of the Rules, the Court may fix an advance to cover additional fees and expenses of the arbitral tribunal and additional PICCR administrative expenses and may make the transmission of such application to the arbitral tribunal subject to the prior cash payment in full to the PICCR of such advance. The PICCR shall fix at its discretion the costs of the procedure following an application or a remission, which shall include any possible fees of the arbitrator and PICCR administrative expenses, when approving the decision of the arbitral tribunal.

11. The Secretariat may require the payment of administrative expenses in addition to those provided in the schedule of administrative expenses for any expenses arising in relation to a request pursuant to Article 36(5) of the Rules.

12. Amounts paid to the arbitrator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such charges or taxes is a matter solely between the arbitrator and the parties.

13. Any PICCR administrative expenses may be subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.

### **Article 3**

#### **Schedule of Administrative Expenses and Arbitrators Fees**

1. The PICCR shall from time to time publish its schedule of administrative fees and arbitrator's fees which will be applicable to all arbitrations



administered by it. The applicable schedule shall be that in place at the time of the commencement of the arbitration.

2. All amounts fixed by the PICCR or pursuant to the Rules or any of its appendices are payable in Philippine Peso except where prohibited by law or if the PICCR decides otherwise, in which case the PICCR may apply a different schedule and fee arrangement in another currency.

3. The arbitrator's fees set out in the applicable schedule may be adjusted depending on among others the complexity of the dispute and/or the number of arbitrators in the tribunal pursuant to guidelines to be promulgated by the PICCR from time to time.



#### **APPENDIX 4 MODEL ARBITRATION CLAUSE**

“Any dispute, controversy, difference or claim arising out of or in relation to this agreement, including any question as to the interpretation, implementation, existence, validity, breach or termination thereof or as to any non-contractual obligation arising out of or relating thereto, shall be referred to and finally resolved by arbitration administered by the Philippine International Center for Conflict Resolution (“PICCR”) in accordance with the PICCR Arbitration Rules in force at the time of the commencement of the arbitration (“PICCR Arbitration Rules”), which rules are deemed incorporated by reference in this clause.

The arbitration shall be conducted by one or more arbitrators to be appointed in accordance with the PICCR Arbitration Rules.

The seat of the arbitration shall be [the Philippines].

The language of the arbitration shall be [English].

This arbitration agreement shall be governed by the laws of [the Philippines].”





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