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SECTION I
ARBITRATION

STANDARD ARBITRATION CLAUSE

The parties who wish to refer to the CEPANI arbitration rules are advised to insert the following clause in their contracts:

- English

« Any disputes arising out of or in connection with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with the said Rules »

The following provisions may be added to this clause:

*« The arbitral tribunal shall be composed of (one or three) arbitrators »¹
« The place of the arbitration shall be (town or city) »
« The arbitration shall be conducted in the (...) language »
« The applicable rules of law are (...) »*

The parties that so wish may also stipulate that the arbitration must necessarily be preceded by a mini-trial or by an attempt to mediate.

In the event that the parties involved are not Belgian, within the meaning of Article 1717, paragraph 4 of the Belgian Judicial Code, they may also stipulate the following:

« The parties expressly exclude any application for setting aside the arbitral award »

- French

« Tous différends découlant du présent contrat ou en relation avec celui-ci seront tranchés définitivement suivant le règlement d'arbitrage du CEPANI par un ou plusieurs arbitres nommés conformément à ce règlement. »

Cette clause peut être complétée par les dispositions suivantes :

*« Le tribunal arbitral sera composé (d'un ou de trois) arbitre(s) »²
« Le lieu de l'arbitrage sera (ville) »*

¹ Delete as appropriate

² Biffer la mention inutile

« La langue de la procédure sera le (...) »

« Les règles de droit applicables sont (...) »

Les parties qui le souhaitent peuvent également prévoir que l'arbitrage doit nécessairement être précédé d'un mini-trial ou d'une tentative de médiation.

S'agissant de parties qui ne sont pas belges au sens de l'article 1717 al. 4 du Code judiciaire, elles peuvent en outre préciser que :

« Les parties excluent expressément toute action en annulation de la sentence arbitrale »

- Dutch

« Alle geschillen die uit of met betrekking tot deze overeenkomst mochten ontstaan, zullen definitief worden beslecht volgens het Arbitragereglement van CEPINA, door één of meer arbiters die conform dit reglement zijn benoemd. »

Dit type beding kan worden aangevuld met de volgende bepalingen:

« Het scheidsgerecht zal uit (een of drie) arbiters bestaan »³

« De plaats van de arbitrage is (stad) »

« De taal van de arbitrage is (...) »

« De toepasselijke rechtsregels zijn (...) »

De partijen die dit wensen, kunnen eveneens bepalen dat de arbitrage noodzakelijkerwijs moet worden voorafgegaan door een mini-trial of een poging tot mediatie.

Wanneer het om partijen gaat die niet Belgisch zijn in de zin van artikel 1717, al. 4 van het Gerechtelijk Wetboek, kunnen zij bovendien preciseren:

« De partijen sluiten uitdrukkelijk iedere vordering tot vernietiging van de arbitrale uitspraak uit »

³ Schrappen was niet past

-German

« Alle aus oder in Zusammenhang mit dem gegenwärtigen Vertrag sich ergebenden Streitigkeiten werden nach der Schiedsgerichtsordnung des CEPANI von einem oder mehreren gemäß dieser Ordnung ernannten Schiedsrichtern endgültig entschieden. »

Diese Klausel kann noch durch die folgenden Bestimmungen ergänzt werden:

- « Das Schiedsgericht besteht aus (einem einzigen oder drei) Schiedsrichter(n) »⁴*
- « Der Ort des Schiedsverfahrens ist (Stadt) »*
- « Die Verfahrenssprache ist (...) »*
- « Die anwendbare Rechtsregeln sind (...) »*

Die Parteien können vereinbaren, dass vor Einleitung des Schiedsverfahrens ein Mini-Trial Verfahren oder ein Mediationsversuch durchgeführt werden muss.

Wenn die am Schiedsverfahren beteiligten Parteien nicht gemäß Artikel 1717 Absatz 4 des Gerichtsgesetzbuchs als belgische Partei gelten, können sie auch folgendes vereinbaren:

« Die Parteien schließen ausdrücklich jede Aufhebungsklage gegen den Schiedsspruch aus »

⁴ Nichtzutreffendes streichen

UNCITRAL ARBITRATION CLAUSE

The Belgian Centre for Arbitration and Mediation (CEPANI) shall act as Appointing Authority under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), if the parties have so agreed. In such case, it is recommended that the parties stipulate the following model clause in their contracts :

-English

« Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules.

- a) The appointing authority shall be the Belgian Centre for Arbitration and Mediation (CEPANI)*
- b) The number of arbitrators shall be ... [one or three]*
- c) The place of arbitration shall be ... [town and country]*
- d) The language to be used in the the arbitral proceedings shall be ... ».*

If the parties wish to exclude recourse against the arbitral award that may be available under the applicable law, they may add a provision to that effect as suggested below, considering, however, that the effectiveness and conditions of such an exclusion depend on the applicable law.

« Waiver

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law ».

-French

« Tout litige, différend ou réclamation né du présent contrat ou se rapportant au présent contrat, ou à son inexécution, à sa résolution ou à sa nullité, est tranché par voie d'arbitrage conformément au Règlement d'arbitrage de la CNUDCI.

(a) L'autorité de nomination est le Centre belge d'arbitrage et de médiation (CEPANI).

(b) Le nombre d'arbitres est fixé à.... (un ou trois).

(c) Le lieu de l'arbitrage est... (ville et pays).

(d) La langue à utiliser pour la procédure est... ».

Si les parties souhaitent exclure les voies de recours que la loi applicable leur offre contre la sentence arbitrale, elles peuvent ajouter à cet effet une clause du type proposé ci-dessous, en tenant compte toutefois du fait que l'efficacité et les conditions d'une telle exclusion dépendent de la loi applicable.

« Renonciation

Les parties renoncent par la présente à leur droit à toute forme de recours contre une sentence devant une juridiction étatique ou une autre autorité compétente, pour autant qu'elles puissent valablement y renoncer en vertu de la loi applicable ».

-Dutch

« Elk geschil, dispuut of vordering die uit of met betrekking tot deze overeenkomst, de schending, de beëindiging of ongeldigheid ervan, mocht ontstaan, wordt beslecht door middel van arbitrage overeenkomstig het Arbitragereglement van UNCITRAL.

(a) De benoemingsinstantie is het Belgisch Centrum voor Arbitrage en Mediatie (CEPANI)

(b) Het scheidsgerecht bestaat uit [één/drie] arbiter(s).

(c) De plaats van de arbitrage is ... [stad en land].

(d) De taal van de procedure is... ».

Dit type beding kan aangevuld worden met de volgende bepaling :

Indien de partijen iedere mogelijkheid van verhaal tegen de arbitrale uitspraak die het toepasselijk recht hen biedt wensen uit te sluiten, kunnen zij een bepaling toevoegen zoals hierna bepaald. Zij dienen er evenwel mee rekening te houden dat de doeltreffendheid en de voorwaarden van dergelijke uitsluiting afhangen van het toepasselijk recht.

« Afstand

De partijen doen hierbij afstand van hun recht op iedere vorm van verhaal tegen een arbitrale uitspraak bij een rechtbank of bevoegde autoriteit, voor zover dergelijke afstand geldig gedaan kan worden volgens het toepasselijk recht ».

SECTION I : ARBITRATION INTRODUCTORY PROVISIONS

Article 1. - Belgian Centre for Mediation and Arbitration

The Belgian Centre for Arbitration and Mediation (« CEPANI ») is an independent body which administers arbitration proceedings in accordance with its Rules. It does not itself resolve disputes and it does not act as an arbitrator.

Article 2. - Definitions

In the following provisions:

- (i) « Secretariat » means the CEPANI secretariat.
- (ii) « President » means the President of CEPANI.
- (iii) « Appointments Committee » means the CEPANI Appointments Committee.
- (iv) « Challenge Committee » means the CEPANI Challenge Committee.
- (v) « arbitration agreement » means any form of mutual agreement to have recourse to arbitration and, in the case of an investment dispute, when the authorities have agreed to arbitration.
- (vi) « Arbitral Tribunal » means the arbitrator or arbitrators.
- (vii) « Claimant » and « Respondent » shall be deemed to refer to one or more claimants or respondents.
- (viii) « Award » means, *inter alia*, any interim, partial or final arbitration award.
- (ix) « Order » means the decisions of the Arbitral Tribunal relating to the conduct of the arbitration proceedings.
- (x) « days » means calendar days.
- (xi) « Rules » means the CEPANI Arbitration Rules.

COMMENCEMENT OF THE PROCEEDINGS

Article 3. - Request for Arbitration

1. A party wishing to have recourse to arbitration under the CEPANI Rules shall submit its Request for Arbitration to the secretariat.

The Request for Arbitration shall include, *inter alia*, the following information:

- a) name, first name, corporate name, function, address, telephone and fax numbers, e-mail address and VAT-number, if any, of each of the parties;
- b) name, first name, corporate name, function, address, telephone and fax numbers, e-mail address of the person or persons representing the Claimant in the arbitration;
- c) a succinct recital of the nature and circumstances of the dispute giving rise to the claim;
- d) a statement of the relief sought, a summary of the grounds for the claim, and, if possible, a financial estimate of the amount of the claim;
- e) all relevant information that may assist in determining the number of arbitrators and their choice in accordance with the provisions of Article 15 and any nomination of an arbitrator required thereby;
- f) any comments as to the place of the arbitration, the language of the arbitration and the applicable rules of law.

Together with the Request, Claimant shall provide copies of all agreements, in particular the arbitration agreement, the correspondence between the parties and other relevant documents.

The Request for Arbitration and the documents annexed thereto shall be supplied in a number of copies sufficient to provide one copy for each arbitrator and one for the secretariat.

2. Claimant shall attach to the Request for Arbitration proof of the dispatch to Respondent of the Request and the documents annexed thereto.
3. The date on which the secretariat receives the Request for Arbitration and the annexes thereto and the payment of the registration costs such as determined under point 2 of Schedule I shall be deemed to be the date of commencement of the arbitral proceedings. The secretariat shall confirm this date to the parties.

Article 4. - Answer to the Request for Arbitration and Filing of a Counterclaim

1. Within one month from the date of the commencement of the arbitral proceedings, Respondent shall send its Answer to the Request for Arbitration to the secretariat.

The Answer shall include, *inter alia*, the following information:

- a) name, first name, corporate name, function, address, telephone and fax numbers, e-mail address and VAT-number, if any, of Respondent;
- b) name, first name, corporate name, function, address, telephone and fax numbers, e-mail address of the person or persons representing the Respondent in the arbitration;
- c) the Respondent's succinct comments on the nature and circumstances of the dispute that gives rise to the claim;
- d) its response to the relief sought;
- e) its comments concerning the number of arbitrators and their choice in the light of Claimant's proposals, as well as the nomination of any arbitrator that the Respondent has to make;
- f) any comments as to the place of the arbitration, the language of the arbitration and the applicable rules of law.

The Answer and the documents annexed thereto, if any, shall be supplied in a number of copies sufficient to provide one copy for each arbitrator and one for the secretariat.

2. Respondent shall attach to the Answer proof of the dispatch, within the same time limit of one month, to Claimant of the Answer and the documents annexed thereto.
3. Any counterclaim made by Respondent shall be filed with its Answer and shall include:
 - a) a succinct recital of the nature and circumstances of the dispute that gives rise to the counterclaim.
 - b) an indication of the object of the counterclaim and, if possible, a financial estimate of the amount of the counterclaim.
4. All useful documents will be enclosed with the counterclaim.

Claimant may submit written observations on the counterclaim within a period of one month from receipt of the counterclaim communicated by the secretariat.

Article 5. - Extension of the Time Limit for Filing the Answer

The time limit mentioned in Article 4 of these Rules may be extended, pursuant to a reasoned request of Respondent, or on its own motion, by the secretariat.

Article 6. - *Prima facie* lack of an Arbitration Agreement

In the event that, *prima facie*, there is no arbitration agreement, the arbitration may not proceed should Respondent not answer within the one-month period mentioned in Article 4, or should Respondent refuse arbitration under the CEPANI Rules.

Article 7. - Effect of the Arbitration Agreement

1. When the parties agree to resort to CEPANI for arbitration, they thereby submit to the Rules, including the Schedules, which are in effect on the date of the commencement of the arbitral proceedings, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.

2. If, notwithstanding the presence of a *prima facie* arbitration agreement, one of the parties refuses to submit to arbitration, or fails to take part in the arbitration, the arbitration shall nevertheless proceed.
3. If, notwithstanding the presence of a *prima facie* arbitration agreement, a party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement, the arbitration shall proceed without CEPANI deciding on the admissibility or merits of the pleas. In such case the Arbitral Tribunal shall itself rule on its jurisdiction.
4. Unless otherwise agreed, the Arbitral Tribunal shall not cease to have jurisdiction by reason of the nullity or non-existence of the contract, provided that the Arbitral Tribunal upholds the validity of the arbitration agreement.

Article 8. - Written Notifications or Communications and Time Limits

1. The memorials and written submissions and other written communications presented by the parties, as well as all annexed documentary evidence and documents, shall be sent by each of the parties simultaneously to all the other parties and to each of the arbitrators. The secretariat shall receive a copy of all the said communications and documents as well as of the communications of the Arbitral Tribunal to the parties.
2. The Request for Arbitration, the Answer to the Request for Arbitration, the memorials and written submissions and the nomination of the arbitrators shall be validly notified if remitted by courier service against receipt, sent by registered letter, letter, fax or in electronic form which allows for proof of the sending. Without prejudice to Article 31.2, all other notifications and communications made pursuant to these Rules shall be validly effected by any other means of written communication.
3. The Arbitral Tribunal may decide that other notification and communication rules shall apply.
4. If a party is represented by counsel, all notifications or communications shall be made to the latter, unless the said party requests otherwise.

All notifications or communications shall be valid if dispatched to the last address of the party to whom they are addressed, as notified either by the party in question or, as the case may be, by the other party.

5. A notification or communication, made in accordance with paragraph 2, shall be deemed to have been made when it is received, or should have been received, by the party itself or by its counsel.
6. Periods of time specified in these Rules, shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with paragraph 5. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication has to be made the period of time shall expire at the end of the first following business day.

A notice or communication shall be treated as having been timely notified if it is dispatched in accordance with paragraph 2 prior to, or on the date of, the expiry of the time limit.

MULTIPLE PARTIES, MULTIPLE CONTRACTS, INTERVENTION AND CONSOLIDATION

Article 9. - Multiple Parties

1. An arbitration may take place between more than two parties when they have agreed to have recourse to arbitration under the CEPANI Rules.
2. Each party may make a claim against any other party, subject to the limitations set out in Article 23.8 of the Rules.

Article 10. - Multiple Contracts

1. Claims arising out of various contracts or in connection with same may be made in a single arbitration.

This is the case when the said claims are made pursuant to various arbitration agreements:

- a) if the parties have agreed to have recourse to arbitration under the CEPANI Rules and
 - b) if all the parties to the arbitration have agreed to have their claims decided within a single set of proceedings.
2. Differences concerning the applicable rules of law or the language of the proceedings do not give rise to any presumption as to the incompatibility of the arbitration agreements.
 3. Arbitration agreements concerning matters that are not related to one another give rise to a presumption that the parties have not agreed to have their claims decided in a single set of proceedings.
 4. Within a single set of proceedings each party may make a claim against any other party, subject to the limitations set out in Article 23.8 of the Rules.

Article 11. - Intervention

1. A third party may request to intervene in the proceedings and any party to the proceedings may seek to have a third party joined.

The intervention may be allowed when the third party and the parties to the dispute have agreed to have recourse to arbitration under the CEPANI Rules.

2. No intervention may take place after the Appointments Committee or the President has appointed or confirmed each of the members of the Arbitral Tribunal, unless all the parties, including the third party, have agreed otherwise.
3. The Request for Intervention shall be addressed to the secretariat and, if it is already constituted, to the Arbitral Tribunal. The party requesting intervention shall enclose with its Request proof of the notification of the Request to the parties to the proceedings, as the case may be, to the third party whose joinder is requested and, if it is already constituted, to the Arbitral Tribunal.
4. The Request for Intervention shall *inter alia* include the following information:

- a) name, first name, corporate name, function, address, telephone and fax numbers, e-mail address and VAT-number, if any, of the party requesting the intervention, of each of the parties and, if it is not the party requesting the intervention, of the third party;
- b) name, first name, corporate name, function, address, telephone and fax numbers, e-mail address of the person or persons representing the party requesting the intervention in the arbitration;
- c) a succinct recital of the nature and circumstances of the circumstances giving rise to the Request;
- d) information concerning the place and language of the pending arbitration proceedings as well as concerning the applicable rules of law;
- e) a statement of the relief sought by the Request for Intervention, a summary of the grounds for the Request, and, if possible, of the financial effect of the Request for Intervention on the amounts claimed.

A copy of the agreements entered into and in any event of the arbitration agreement that binds the parties and the third party and any other useful documents shall be enclosed with the Request for Intervention.

5. The intervening third party may make a claim against any other party, subject to the limitations set out in Article 23.8 of the Rules.

Article 12. - Jurisdiction of the Arbitral Tribunal

1. The Arbitral Tribunal shall rule on all disputes in connection with Articles 9 to 11 of the Rules, including disputes as to its own jurisdiction.
2. Any decisions of the Appointments Committee or the President as to the appointment or the acceptance of the members of the Arbitral Tribunal shall not prejudice the above-stated power to determine jurisdiction.

Article 13. - Consolidation

1. When one or more contracts containing an arbitration agreement providing for the application of the Rules give rise to separate arbitrations, which are related or indivisible, the Appointments Committee or the President may order their consolidation.

This decision is taken either, prior to any other plea, at the request of the most diligent party, or, at the request of the Arbitral Tribunals or any one of them.

In any event no decision is taken without the parties and the Arbitral Tribunal or, as the case may be, the Arbitral Tribunals being invited to present their written observations within the time limit determined by the secretariat.

2. The application for consolidation shall be granted when it is presented by all the parties and they have also agreed on the manner in which the consolidation shall occur.

If this is not the case, the Appointments Committee or the President may grant the application for consolidation, after having considered, *inter alia*:

- a) whether the parties have not excluded consolidation in the arbitration agreement;
- b) whether the claims made in the separate arbitrations have been made pursuant to the same arbitration agreement;
- c) or, where the claims have been made pursuant to more than one arbitration agreement, whether they are compatible and whether the proceedings involve the same parties and concern disputes arising from the same legal relationship.

The Appointments Committee or the President shall take account, *inter alia* :

- a) of the progress made in each of the arbitrations and, *inter alia*, of the fact that one or more arbitrators have been appointed or confirmed in more than one of the arbitrations and, as the case may be, of the fact that the persons appointed or confirmed are the same;
- b) of the place of arbitration provided for in the arbitration agreements.

In coming to its decision the Appointments Committee or the President shall have regard to Article 15.

3. Except if agreed otherwise by the parties with regard to the principle of consolidation and the manner in which it shall occur, the Appointments Committee or the President may not order consolidation of arbitrations in which a decision has already been rendered with regard to preliminary measures, admissibility or as to the merits of a claim.

THE ARBITRAL TRIBUNAL

Article 14. - General Provisions

1. Only those persons who are independent of the parties and of their counsel and who comply with the Rules of Good Conduct set out in Schedule III, may serve as arbitrators in arbitration proceedings organized by CEPANI.

Once he has been appointed or confirmed the arbitrator undertakes to remain independent until the end of his appointment. He is impartial and undertakes to remain so and to be available.

2. Prior to his appointment or confirmation the arbitrator whose appointment is being proposed shall sign a statement of availability, acceptance and independence. He shall disclose in writing to the secretariat any facts or circumstances which might be of such a nature so as to call into question the arbitrator's independence in the eyes of the parties. 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 as those mentioned in paragraph 2 which may arise during the arbitration.
4. The decisions of the Appointments Committee or the President as to the appointment, confirmation or replacement of an arbitrator shall be final. The reasons for the decision shall not be communicated.

5. By accepting to serve, the arbitrator undertakes to carry out his duties until the end of his appointment in accordance with these Rules.

Article 15. - Appointment of Arbitrators

1. The Appointments Committee or the President shall appoint or confirm the nomination of the arbitrators in accordance with the following rules. It shall take account, *inter alia*, of the availability, the qualifications of the arbitrator and his ability to conduct the arbitration in accordance with these Rules.
2. Where the parties have agreed to settle their dispute through a sole arbitrator, they may nominate him by mutual consent, subject to confirmation by the Appointments Committee or the President.

Should the parties fail to agree within one month of the notification of the Request for Arbitration to Respondent, or within such additional time as may be allowed by the secretariat, the sole arbitrator shall be automatically appointed by the Appointments Committee or by the President.

Where the Appointments Committee or the President refuses to confirm the nomination of the arbitrator, it or he shall proceed with the replacement within one month of the notification of this refusal to the parties.

3. When three arbitrators are foreseen, each party shall nominate its arbitrator in the Request for Arbitration or in the Answer to the Request, subject to the confirmation of the Appointments Committee or the President. Where a party refrains from nominating its arbitrator or if the latter is not confirmed, the Appointments Committee or the President shall automatically appoint the arbitrator.

The third arbitrator, who will act by right as chair of the Arbitral Tribunal, shall be appointed by the Appointments Committee or by the President, unless the parties have agreed upon another procedure for such appointment, in which case the appointment shall be subject to confirmation by the Appointment Committee or the President. Should such procedure not result in an appointment within the time limit fixed by the parties or the secretariat, the third arbitrator shall be automatically appointed by the Appointments Committee or the President.

4. Where the parties have not agreed upon the number of arbitrators, the dispute shall be settled by a sole arbitrator.

However, at the request of one the parties or on its or his own motion, the Appointments Committee or the President may decide that the case shall be heard by a Tribunal of three arbitrators.

In this case, Claimant shall nominate an arbitrator within a period of fifteen days from the receipt of the notification of the decision of the Appointments Committee or the President, and Respondent shall nominate an arbitrator within a period of fifteen days from the receipt of the notification of the nomination made by Claimant.

5. Where there are multiple parties and where the dispute is referred to three arbitrators, the multiple Claimants, jointly, and the multiple Respondents, jointly, shall each nominate one arbitrator for confirmation pursuant to the provisions of the present article.

In the absence of such a joint nomination and where all parties are unable to agree on a method for the constitution of the Arbitral Tribunal, the Appointments Committee or the President shall appoint each member of the Arbitral Tribunal and shall designate one of them to act as chair.

6. Where three arbitrators are foreseen and a Request for Intervention has been addressed to the secretariat in accordance with Article 11.3, before the Appointments Committee or the President has appointed or confirmed each of the members of the Arbitral Tribunal the intervening third party may nominate an arbitrator jointly with the Claimant(s) or with the Respondent(s).

Where there is a sole arbitrator and a Request for Intervention has been addressed to the secretariat before the Appointments Committee or the President has appointed or confirmed the sole arbitrator, the Appointments Committee or the President appoints the sole arbitrator taking into account the Request for Intervention.

7. Where the parties to the proceedings have agreed that a Request for Intervention may be made after the Appointments Committee or the President has appointed or confirmed the members of the Arbitral Tribunal, the Appointments Committee or the President has the choice of either confirming the nominations and confirmations that have occurred or of terminating the appointments of the members of the Arbitral Tribunal that have been previously

nominated or confirmed and then appointing the new members of the Arbitral Tribunal and appointing one of them as chair. In such event the Appointments Committee or the President is free to determine the number of arbitrators and to appoint any person they may choose.

8. When, pursuant to Article 13.1, the Request for Intervention is granted the Appointments Committee or the President appoints each of the members of the Arbitral Tribunal and appoints one of them as chair

Article 16. - Challenge of Arbitrators

1. A challenge for reasons of any alleged lack of independence or for any other reason, shall be communicated to the secretariat in writing and shall contain the facts and circumstances on which it is based
2. In order to be admissible the challenge must be communicated by a party either within one month of the receipt by that party of the notification of the arbitrator's appointment, or within one month of the date on which that party was informed of the facts and circumstances which it invokes in support of its challenge, whichever date is the later.
3. The secretariat shall invite the arbitrator concerned, the other parties and the members of the Arbitral Tribunal, as the case may be, to present their written observations within a time period fixed by the secretariat. These observations shall be communicated to the parties and to the arbitrators. The parties and arbitrators may respond to these observations within the time period fixed by the secretariat.

The latter then transmits the challenge and the comments received to the Challenge Committee. The Committee decides on the admissibility and on the merits of the challenge.

4. The Challenge Committee shall decide without any recourse on the challenge of an arbitrator. The reasons for the decision shall not be communicated.

Article 17. - Replacement of Arbitrators

1. In the event of an arbitrator's death, challenge, accepted withdrawal, or if there is a cause preventing him from fulfilling his duties, or upon request of all parties, the arbitrator shall be replaced.
2. An arbitrator shall also be replaced when the Appointments Committee or the President finds that the arbitrator is prevented *de jure* or *de facto* from fulfilling his duties in accordance with these Rules or within the allotted time limits.

In such event, the Appointments Committee or the President shall decide on the matter after having invited the arbitrator concerned, the parties and any other members of the Arbitral Tribunal, as the case may be, to present their observations in writing to the secretariat within the time limit allotted by the latter. Such observations shall be communicated to the parties and to the arbitrators.

3. When an arbitrator has to be replaced, the Appointments Committee or the President shall have discretion to decide whether or not to follow the original appointment process.

Once reconstituted, and after having invited the parties to present their observations, the Arbitral Tribunal shall determine if, and to what extent, prior proceedings shall be repeated.

THE ARBITRAL PROCEEDINGS

Article 18. - Transmission of the File to the Arbitral Tribunal

Provided that the advance on arbitration costs set out in Article 35 has been fully paid, the secretariat shall transmit the file to the Arbitral Tribunal as soon as the latter has been constituted.

Article 19. - Proof of Authority

At any time after the introduction of the arbitration, the Arbitral Tribunal or the secretariat may require proof of authority to act from any representative of any party.

Article 20. - Language of the Arbitration

1. The language or languages of the arbitration shall be determined by mutual agreement between the parties.

Failing such an agreement, the language or languages of the arbitration shall be determined by the Arbitral Tribunal, due regard being given to the circumstances of the case and, in particular, to the language of the contract.

2. The Arbitral Tribunal shall have full authority to decide which of the parties shall bear the translation costs, if any, and to what extent.

Article 21. - Place of the Arbitration

1. The Appointments Committee or the President shall determine the place of the arbitration, unless the parties have agreed otherwise.
2. Unless otherwise agreed by the parties and after having consulted with them, the Arbitral Tribunal may decide to hold its hearings and meetings at any other location that it considers appropriate.
3. The Arbitral Tribunal may deliberate at any place that it considers appropriate.

Article 22. - Terms of Reference and Procedural Timetable

1. Prior to the examination of the file, the Arbitral Tribunal shall, on the basis of documents received or in the presence of the parties and on the basis of their latest statements, draw-up a document defining its Terms of Reference.

The Terms of Reference shall contain the following information:

- a) the name, first name, corporate name, function, address, telephone and fax numbers and e-mail address of each of the parties and of any person(s) representing any party in the arbitration as well as, if applicable, the VAT number of each of the parties;
- b) the addresses of the parties to which notifications or communications arising in the course of the arbitration may be validly made;

- c) a succinct recital of the circumstances of the case;
 - d) a statement of the parties' claims with an indication, to the extent possible, of the amounts claimed or counterclaimed;
 - e) unless the Arbitral Tribunal deems it to be inappropriate, a determination of the issues that are in dispute;
 - f) the full names, first names, descriptions and addresses of the arbitrator(s);
 - g) the place of the arbitration;
 - h) any other particulars that the Arbitral Tribunal may deem to be useful.
2. The Terms of Reference must be signed by the parties and the members of the Arbitral Tribunal. The Arbitral Tribunal shall send these terms of reference to the secretariat within two months of the transmission of the file to the Arbitral Tribunal. This time limit may be extended pursuant to a reasoned request of the Arbitral Tribunal or on its own motion by the secretariat.

If one of the parties refuses to take part in the drawing up of the Terms of Reference or to sign them, in spite of being bound by a CEPANI arbitration agreement, the proceedings shall continue after the time limit granted by the secretariat to the Arbitral Tribunal for the obtaining of the missing signature has expired. The Arbitral Award following the refusal of a party to sign the Terms of Reference or to participate in the arbitration shall be deemed to conform to rules of due process.

3. When drawing up the Terms of Reference, or as soon as possible thereafter, the Arbitral Tribunal, after having consulted the parties, shall establish in a separate document a procedural timetable that it intends to follow for the conduct of the arbitration and shall communicate same to the parties as well as to the secretariat. Any subsequent modifications of the procedural timetable shall be communicated to the parties as well as to the secretariat.
4. The provisional procedural timetable may be drawn-up at any conference with the parties organized by the Arbitral Tribunal,

either of its own motion or at the request of any party. The purpose of the conference shall be to consult with the parties on the procedural measures required in accordance with Article 23 as well as on any other measure capable of facilitating the management of the proceedings. The conference may be organized via any means of communication.

5. The Arbitral Tribunal shall have the power to decide on an *ex aequo* basis only if the parties have authorised it to do so. In such event, the Arbitral Tribunal shall nevertheless abide by these Rules.

Article 23. - Examination of the Case

1. In the conduct of the proceedings the Arbitral Tribunal and the parties shall act in a timely manner and in good faith. In particular, the parties shall abstain from any dilatory acts as well as from any other action having the object or effect of delaying the proceedings.
2. The Arbitral Tribunal shall proceed within as short a time as possible to examine the case by all appropriate means.

Unless it has been agreed otherwise by the parties, the Arbitral Tribunal shall be free to decide on the rules as to the taking of evidence.

It may, *inter alia*, obtain evidence from witnesses and appoint one or more experts.

3. The Arbitral Tribunal may decide the case solely on the basis of the documents submitted by the parties, unless the parties or one of them requests a hearing.
4. At the request of the parties, any party or upon its own motion, the Arbitral Tribunal, subject to the giving of reasonable notice, may summon the parties to appear before it on the day and at the place that it specifies.
5. If any of the parties, although duly summoned, fails to appear, the Arbitral Tribunal shall nevertheless be empowered to proceed, provided it has ascertained that the summons was duly received by the party and that there is no valid excuse for its absence.

In any event, the Award shall be deemed to conform to rules of due process.

6. The hearings shall not be public. Save with the approval of the Arbitral Tribunal and the parties, persons not involved in the proceedings shall not be admitted.
7. The parties shall appear in person or through duly authorized representatives or counsel.
8. New claims or counterclaims must be presented in writing. The Arbitral Tribunal may refuse to examine such new claims if it considers that they might delay the examination of, or the ruling on, the original claim, or that they are beyond the limits of the Terms of Reference. It may also consider any other relevant circumstances.

Article 24. - Closing of the Proceedings

1. As soon as possible after the last hearing or the filing of the last admissible documents the Arbitral Tribunal shall declare the proceedings closed.
2. If it deems it necessary, the Arbitral Tribunal, at any time prior to the rendering of the Award, may decide, on its own motion or at the request of any party, to re-open the proceedings.

Article 25. - Confidentiality of the Arbitration Proceedings

Unless it has been agreed otherwise by the parties or there is a legal obligation to disclose, the arbitration proceedings shall be confidential.

Article 26. - Interim and Conservatory Measures Prior to the Constitution of the Arbitral Tribunal

1. Except if the parties have agreed otherwise, each party may request interim and conservatory measures which cannot await the constitution of the Arbitral Tribunal. The Request is made in the agreed language or, in the absence of same, in the language of the arbitration agreement.
2. The party requesting the interim and conservatory measures shall send a copy of the Request to the secretariat.

3. The Request for interim and conservatory measures includes, *inter alia*, the following information :
 - a) name, first name, business name, function, address, telephone and fax numbers, e-mail address and VAT-number, if any, of each of the parties;
 - b) name, first name, business name, function, address, telephone and fax numbers, e-mail address of the person or persons representing the applicant;
 - c) a succinct recital of the nature and circumstances of the dispute giving rise to the application;
 - d) a statement of the relief sought,
 - e) the reasons for which the applicant requests the interim and conservatory measures which may not await the constitution of the Arbitral Tribunal;
 - f) information as to the place and the language of the arbitration as well as to the applicable rules of law;
 - g) all relevant agreements and all other useful documents and in any event the arbitration agreement;
 - h) proof of the payment of the procedural expenses provided for in paragraph 11 of the present Article.
4. The Appointments Committee or the President appoints an arbitrator who shall provisionally decide on the measures urgently requested. The said appointment shall take place in principle within two working days of the receipt of the request by the secretariat. Immediately upon his appointment, the arbitrator shall receive the file from the secretariat. The parties shall be informed and as of such moment shall communicate directly with the arbitrator, with copy to the other party and to the secretariat.
5. The arbitrator deciding on the interim and conservatory measures must be independent and remain so throughout the proceedings. He must also be impartial and remain so. For this purpose, he shall sign a declaration of independence, acceptance and availability.

6. The arbitrator deciding on the interim and conservatory measures may not be appointed as arbitrator in an arbitration which is related to the dispute at the origin of the Request.
7. A challenge may be made against an arbitrator deciding on the interim and conservatory measures.

In order not to be inadmissible as out of time, the challenge of the arbitrator deciding on the interim and conservatory measures must be sent within three days, either of receipt of the notification of the appointment of the arbitrator deciding on provisional measures by the party making the challenge or, of the date at which the said party was informed of the facts and circumstances that it relies on in support of its challenge if said facts and circumstances occur after the receipt of the above mentioned notification.

The secretariat advises the arbitrator deciding on the interim and conservatory measures and the other party of the time limit for the filing of their observations.

The latter then transmits the challenge and the comments received to the Challenge Committee. The Committee decides on the admissibility and on the merits of the challenge in principle within three working days of its receipt of the file. The Challenge Committee shall decide on the challenge of an arbitrator without any recourse. The reasons for the decision shall not be communicated.

8. The arbitrator deciding on the interim and conservatory measures shall draw-up a procedural calendar, in principle within three working days of receipt of the file. He shall transmit to the secretariat a copy of all his written communications with the parties.
9. The arbitrator deciding on the interim and conservatory measures organizes the proceedings in the manner which he deems to be the most appropriate. In any event he conducts the proceedings in an impartial manner and ensures that each party has sufficient opportunity to present its case.
10. In principle, the arbitrator deciding on the interim and conservatory measures renders his decision at the latest within fifteen days of his receipt of the file. The decision shall be in writing and shall include the reasoning upon which the decision is based. The decision shall

be in the form of a reasoned Order or, if the arbitrator deciding on provisional measures deems it appropriate, in the form of an Award. The arbitrator sends his decision to the parties, with copy to the secretariat, via any means of communication which is authorized by Article 8.2.

11. The applicant for interim and conservatory measures in accordance with Article 26 shall be required to pay a fixed sum to cover the fees of the arbitrator deciding on the provisional measures as well as the administrative expenses. The sum in question is fixed in accordance with point 7 of Schedule I.

The Request for Interim and Conservatory measures is only transmitted to the Appointments Committee or the President when the secretariat has received the above-mentioned amount.

If the proceedings do not take place in accordance with the present article or if the proceedings are terminated before any decision is rendered the secretariat determines the amount, if any, to be reimbursed to the applicant.

In any event, the amount covering the administrative expenses fixed in accordance with point 7 of Schedule I is not refundable.

Article 27. - Interim and Conservatory Measures After the Constitution of the Arbitral Tribunal

1. Provided that the advance to cover arbitration costs in accordance with Article 35 has been paid, each party may ask the Arbitral Tribunal, as soon as it has been appointed, to order interim and conservatory measures, including the provision of guarantees or security for costs. Any such measure shall take the form of an Order, setting out the reasons for the decision, or, if the Arbitral Tribunal considers it appropriate, an Award
2. All interim and conservatory measures ordered by the ordinary courts in relation to the dispute must be communicated immediately to the Arbitral Tribunal and to the secretariat.

THE ARBITRAL AWARD

Article 28. - Time Limit for the Rendering of the Arbitral Award

1. The Arbitral Tribunal shall render the Award within six months of the date of the Terms of Reference mentioned in Article 22.
2. This time limit may be extended pursuant to a reasoned request from the Arbitral Tribunal, or upon its own motion, by the secretariat.

Article 29. - Making of the Award

1. Where there is more than one arbitrator, the Award shall be made by a majority decision. If no majority can be reached, the chair of the Arbitral Tribunal shall have the deciding vote.
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.

Article 30. - Award by consent

Should the parties reach a settlement after the appointment of 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 31. - Notification of the Award to the Parties - Deposit of the Award

1. Once the Award has been made, the Arbitral Tribunal shall transmit it to the secretariat in as many original versions as there are parties involved, plus one original version for the secretariat
2. Provided that the arbitration costs have been fully paid, the secretariat shall notify to each party, by registered letter or by courier service against receipt an original copy of the Award signed by the members of the Arbitral Tribunal as well as, by e-mail, a copy

of same. The date of the sending by registered letter or by courier service against receipt shall be deemed to be date of notification.

3. When the place of arbitration is in Belgium and solely if one of the parties so requests the secretariat within a period of three months from the notification of the Award, the Award shall be filed at the registry of the Civil Court of the place of the arbitration.

Article 32. - Final Nature and Enforceability of the Award

1. The Award is final and is not subject to appeal. The parties undertake to comply with the Award without delay.
2. By submitting their dispute to arbitration under CEPANI Rules and except where an explicit waiver is required by law, the parties waive their right to any form of recourse insofar as such a waiver can validly be made.

Article 33. - Correction and Interpretation of the Award - Remission of the Award

1. On its own initiative, within one month of the notification of the Award to the parties, the Arbitral Tribunal may correct any clerical, computational or typographical error or any errors of a similar nature.
2. Within one month of the notification of the Award a party may file with the secretariat an application for the correction of an error of the kind referred to in paragraph 1. The application must be made in as many copies as stated in Article 3.1.
3. Within one month of the notification of the Award a party may file with the secretariat an application for the interpretation of a point or specific section of an Award.

The application must be made in as many copies as stated in Article 3.1.

4. After receipt of an application referred to in paragraphs 2 and 3, the Arbitral Tribunal shall grant the other party a short time limit which shall not exceed one month from the date of the application in order to submit any comments.

5. A decision to correct or interpret an Award shall take the form of an addendum and shall constitute an integral part of the Award. The provisions of Articles 28, 29 and 31 shall apply *mutatis mutandis*.
6. When a jurisdiction remits an Award to the Arbitral Tribunal the provisions of Articles 28, 29 and 31 as well as the present Article 33 shall apply *mutatis mutandis* to any addendum or any other Award rendered in accordance with the decision to remit. CEPANI may take all necessary measures in order to allow the Arbitral Tribunal to comply with the decision to remit and may determine an advance payment for the purposes of recovering all additional arbitration fees and expenses of the Arbitral Tribunal as well as the additional administrative expenses of CEPANI.

ARBITRATION COSTS

Article 34. - Nature and Amount of the Arbitration Costs - Parties' Costs

1. The arbitration costs shall include the fees and expenses of the arbitrators, as well as the administrative expenses of CEPANI. They shall be fixed by the secretariat on the basis of the amount of the principal claim and of any counterclaim, according to the Scale of Costs for Arbitration in effect on the date of the commencement of the arbitration.
2. The parties' costs include the expenses of the parties such as the expenses incurred for their defence and the expenses relating to the presentation of evidence by experts or witnesses. Schedule II sets out a recommendation with regard to the said costs.
3. The secretariat may fix the arbitration costs at a higher or lower figure than that which would result from the application of the Scale of Costs for Arbitration, should this be deemed necessary due to exceptional circumstances.
4. If the amount in dispute is not specified, totally or partially, the secretariat may determine, taking into account all available information, the amount in dispute on the basis of which the arbitration costs will be calculated.

5. The secretariat may adjust the amount of the arbitration costs at any time during the proceedings if the circumstances of the case or if new claims reveal that the scope of the dispute is greater than originally considered.

Article 35. - Advance on Arbitration Costs

1. The arbitration costs, as determined in accordance with Article 34 shall be paid to CEPANI prior to the transmittal of the file by the secretariat to the Arbitral Tribunal.
2. Further advance payments may be required if and when any adjustments are made to the arbitration costs in the course of the proceedings.
3. The advance on arbitration costs, as well as the additional advance on arbitration costs, shall be payable in equal shares by Claimant and Respondent. However, any party shall be free to pay the whole of the advance on arbitration costs should the other party fail to pay its share.
4. Where a counterclaim or a Request for Intervention is filed, the secretariat may, at the request of the parties or one of them, or on its own motion, fix separate advances on arbitration costs for the principal claim, the counterclaim and the Request for Intervention. When the secretariat has set separate advances on arbitration costs, each of the parties shall pay the advance on arbitration costs corresponding to its principal claim, counterclaim or Request for Intervention. The Arbitral Tribunal shall proceed only with respect to those claims or counterclaims in regard to which the advance on arbitration costs has been fully paid.
5. When the advance on arbitration costs exceeds € 50.000,00 an irrevocable first demand bank guarantee may be posted to cover such payment.
6. When a request for an additional advance on arbitration 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 fifteen days, on the expiry of which the relevant claims or counterclaims on the basis of which the additional advance was calculated shall be considered as withdrawn. A party shall not be prevented on

the grounds of such a withdrawal from reintroducing the same claim or counterclaim at a later date in another proceeding.

Article 36. - Decisions on Arbitration Costs and Parties' Costs

1. The arbitration costs shall be finally fixed by the secretariat.
2. The final Award shall decide which of the parties shall finally bear the arbitration costs, as definitively determined by the secretariat, or in what proportion they shall be borne by the parties.
3. The final Award may also decide which of the parties shall finally bear the parties' costs or in what proportion they shall be borne by the parties.

When the parties have reached an agreement on the allocation of the arbitration costs and parties' costs, the Award shall record such agreement.

FINAL PROVISIONS

Article 37. - Limitation of liability

1. Except in the case of fraud, the arbitrators shall not incur any liability for any act or omission when carrying out their functions of ruling on a dispute.
2. For any other act or omission in the course of an arbitration proceeding, the arbitrators, CEPANI and its members and personnel shall not incur any liability except in the case of fraud or gross negligence.

Article 38. - Residual provision

Unless otherwise agreed by the parties, for all issues that are not specifically provided for herein the Arbitral Tribunal and the parties shall act in the spirit of the Rules and shall make every reasonable effort to make sure that the Award is enforceable at law.

SECTION II

**ARBITRATION OF DISPUTES
OF LIMITED FINANCIAL IMPORTANCE**

PRELIMINARY PROVISIONS

Article 1. - Belgian Centre for Mediation and Arbitration

The Belgian Centre for Arbitration and Mediation (« CEPANI ») is an independent body which administers arbitration proceedings in accordance with its Rules. It does not itself resolve disputes and it does not act as an arbitrator.

Article 2. - Definitions

In the following provisions:

- (i) « Secretariat » means the CEPANI secretariat.
- (ii) « President » means the President of CEPANI.
- (iii) « Appointments Committee » means the CEPANI Appointments Committee.
- (iv) « Challenge Committee » means the CEPANI Challenge Committee.
- (v) « arbitration agreement » means any form of mutual agreement to have recourse to arbitration.
- (vi) « Arbitral Tribunal » means the sole Arbitrator.
- (vii) « Claimant » and « Respondent » shall be deemed to refer to one or more claimants or respondents.
- (viii) « Award » means, *inter alia*, any interim, partial or final arbitration award.
- (ix) « Order » means the decisions of the Arbitral Tribunal relating to the conduct of the arbitration proceedings.
- (x) « days » means calendar days.
- (xi) « Rules » means the CEPANI Arbitration Rules for disputes of limited financial importance.

Article 3. - Scope

1. The CEPANI Arbitration Rules for disputes of limited financial importance shall apply if the principal claim and the counterclaim, if any, together do not exceed the amount of € 25.000,00.
2. In the event that the principal claim and the counterclaim together exceed € 25.000,00 in the course of the proceedings, the CEPANI Arbitration Rules for disputes of limited financial importance of the Rules shall still apply, unless otherwise agreed by the parties, in which case the proceedings shall be governed by the Arbitration Rules set out in Section I of these Rules.

COMMENCEMENT OF THE PROCEEDINGS

Article 4. - Request for Arbitration of disputes of limited financial importance

1. A party wishing to have recourse to arbitration of disputes of limited financial importance under the CEPANI rules shall submit its Request for Arbitration to the secretariat.

The Request for Arbitration shall include, *inter alia*, the following information:

- a) name, first name and the name in full, description, address, telephone and fax numbers, e-mail addresses and VAT-number, if any, of each of the parties;
- b) name, first name, corporate name, function, address, telephone and fax numbers, e-mail address of the person or persons representing the Claimant in the arbitration;
- c) a succinct recital of the nature and circumstances of the dispute giving rise to the claim;
- d) a statement of the relief sought, a summary of the grounds for the claim, and, if possible, a financial estimate of the amount of the claim;

- e) any comments as to the place of the arbitration, the language of the arbitration and the applicable rules of law.

Together with the Request, Claimant shall provide copies of all agreements, in particular the arbitration agreement, the correspondence between the parties and other relevant documents.

The Request for Arbitration and the documents annexed thereto shall be supplied in two copies, one for the arbitrator to be appointed and the other for the secretariat.

2. Claimant shall also attach to the Request for Arbitration proof of the dispatch to Respondent of the Request and the documents annexed thereto.
3. The date on which the secretariat receives the Request for Arbitration of disputes of limited financial importance and the annexes thereto and the payment of the registration costs such as determined under point 2 of the Schedule I, shall be deemed to be the date of commencement of the arbitral proceedings. The secretariat shall confirm this date to the parties.

Article 5. - Answer to the Request for Arbitration and filing of a counterclaim

1. Within twenty-one days from the date of the commencement of the arbitral proceedings, Respondent shall send its Answer to the Request for Arbitration to the secretariat.

The Answer shall include, *inter alia*, the following information:

- a) name, first name and the name in full, description, address, telephone and fax numbers, e-mail address and VAT-number, if any, of Respondent;
- b) name, first name, corporate name, address, telephone and fax numbers, e-mail address of the person or persons representing the Respondent in the arbitration;
- c) the Respondent's succinct comments as to the nature and circumstances of the dispute that gives rise to the claim;

- d) its response to the relief sought;
- e) any comments as to the place of the arbitration, the language of the arbitration and the applicable rules of law.

The Answer and the documents annexed thereto shall be supplied in two copies, one for the arbitrator to be appointed and the other for the secretariat.

2. Respondent shall also attach to the Answer proof of the dispatch, within the same time limit of twenty-one days, to Claimant of the Answer and the documents annexed thereto.
3. Any counterclaim made by Respondent shall be filed with its Answer and shall include:
 - a) a succinct recital of the nature and circumstances of the dispute that gives rise to the counterclaim.
 - b) an indication of the object of the counterclaim and, if possible, a financial estimate of the amount of the counterclaim.
4. All useful documents will be enclosed with the counterclaim.
5. The time limit mentioned in paragraph 1 may be extended pursuant to a reasoned request of Respondent, or on its own motion, by the secretariat.

Article 6. - Exchange of memoranda

1. Within twenty-one days from the date on which Respondent submits its Answer and the annexes thereto to the secretariat, Claimant shall submit a Reply to the secretariat and transmit said Reply at the same time to Respondent.
2. Within twenty-one days from the date on which Claimant has submitted its Reply and the annexes thereto to the secretariat, Respondent shall submit a Second Reply to the secretariat and transmit said Second Reply at the same time to Claimant.
3. Subsequently, Claimant shall have a period of fourteen days from

the date on which Respondent has submitted its Second Reply to the secretariat during which it may itself submit a Second Reply to the secretariat and transmit said Second Reply at the same time to Respondent.

4. Finally, Respondent shall have a period of fourteen days from the date on which Claimant has submitted its Second Reply to the secretariat during which it may submit a Last Reply to the secretariat and transmit said Last Reply at the same time to Claimant.
5. These time limits may be extended pursuant to a reasoned request of the parties or one of them. Any demand for extension shall be directed to the Arbitral Tribunal, if constituted, or to the secretariat. If necessary, the secretariat may extend these time limits upon its own motion.

Article 7. - *Prima facie* lack of an Arbitration Agreement

In the event that, *prima facie*, there is no arbitration agreement, the arbitration may not proceed should Respondent not answer within the one-month period mentioned in Article 5, or should Respondent refuse arbitration under the CEPANI Rules.

Article 8. - Effect of the arbitration agreement

1. When the parties agree to resort to CEPANI for arbitration, they thereby submit to the Rules, including the Schedules, which are in effect on the date of the commencement of the arbitral proceedings, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.
2. If, notwithstanding the presence of a *prima facie* arbitration agreement, one of the parties refuses to submit to arbitration, or fails to take part in the arbitration, the arbitration shall nevertheless proceed.
3. If, notwithstanding the presence of a *prima facie* arbitration agreement, a party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement, the arbitration shall proceed without CEPANI deciding on the admissibility or merits of the pleas. In such case the Arbitral Tribunal shall itself rule on its jurisdiction.

4. Unless otherwise agreed, the Arbitral Tribunal shall not cease to have jurisdiction by reason of the nullity or the non-existence of the contract, provided that the Arbitral Tribunal upholds the validity of the arbitration agreement.

Article 9. - Written Notifications or Communications and Time Limits

1. The memorials and written submissions and other written communications presented by the parties, as well as all annexed documentary evidence and documents, shall be sent by each of the parties simultaneously to all the other parties and to the arbitrator. The secretariat shall receive a copy of all the said communications and documents as well as of the communications of the Arbitral Tribunal to the parties.
2. The Request for Arbitration, the Answer to the Request for Arbitration, the memorials and written submissions and the nomination of the arbitrator shall be validly notified if remitted by courier service against receipt, sent by registered letter, letter, fax or in electronic form which allows for proof of the sending. Without prejudice to article 24.2, all other notifications and communications made pursuant to these Rules shall be validly effected by any other means of written communication.
3. The Arbitral Tribunal may decide that other notification and communication rules shall apply.
4. If a party is represented by counsel, all notifications or communications shall be made to the latter, unless the said party requests otherwise.

All notifications or communications shall be valid if dispatched to the last address of the party to whom they are addressed, as notified either by the party in question or, as the case may be, by the other party.

5. A notification or communication, made in accordance with paragraph 2, shall be deemed to have been made when it is received, or should have been received, by the party itself or by its counsel.
6. Periods of time specified in these Rules, shall start to run on the day following the date a notification or communication is deemed to

have been made in accordance with paragraph 5. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication has to be made the period of time shall expire at the end of the first following business day. A notice or communication shall be treated as having been timely notified if it is dispatched in accordance with paragraph 2 prior to, or on the date of, the expiry of the time limit.

THE ARBITRAL TRIBUNAL

Article 10. - General provisions

1. Only those persons who are independent of the parties and of their counsel and who comply with the Rules of Good Conduct set out in Schedule III, may serve as arbitrators in arbitration proceedings organized by CEPANI.

Once he has been appointed or confirmed the arbitrator undertakes to remain independent until the end of his appointment. He is impartial and undertakes to remain so and to be available.

2. The Appointments Committee or the President shall appoint or confirm the nomination of the Arbitral Tribunal. The parties may nominate the Arbitral Tribunal by mutual consent, subject to the confirmation of the Appointments Committee or the President.
3. Prior to his appointment or confirmation the arbitrator whose appointment is being proposed shall sign a statement of acceptance, independence and availability. He shall disclose in writing to the secretariat any facts or circumstances which might be of such a nature so as to call into question the arbitrator's independence in the eyes of the parties. The secretariat shall provide such information to the parties in writing and fix a time limit for any comments from them.
4. An arbitrator shall immediately disclose in writing to the secretariat and to the parties any facts or circumstances of a similar nature as those mentioned in paragraph 3 which may arise during the arbitration.

5. The decisions of the Appointments Committee or the President as to the appointment, confirmation or replacement of an arbitrator shall be final. The reasons for the decision shall not be communicated.
6. By accepting to serve, every arbitrator undertakes to carry out his responsibilities until the end in accordance with these Rules.

Article 11. - Appointment of the Arbitral Tribunal

The Appointments Committee or the President appoints or confirms the nomination of the Arbitral Tribunal within a period of eight days from the payment by the parties, or by one of them, of the advance on arbitration costs in accordance with the provisions of Article 28. It will thereby take into account more particularly the availability, the qualifications and the ability of the Arbitrator to conduct the arbitration in accordance with these Rules.

Article 12. - Challenge of the arbitrator

1. A challenge for reasons of any alleged lack of independence or for any other reason, shall be communicated to the secretariat in writing and shall contain the facts and circumstances on which it is based
2. In order to be admissible the challenge must be communicated by a party, either within one month of the receipt by that party of the notification of the arbitrator's appointment, or within one month of the date on which that party was informed of the facts and circumstances which it invokes in support of its challenge, whichever date is the later.
3. The secretariat shall invite the arbitrator concerned and the other parties to present their written observations within a time period fixed by the secretariat. These observations shall be communicated to the parties and to the arbitrator. The parties and arbitrators may respond to these observations within the time period fixed by the secretariat.

The latter then transmits the challenge and the comments received to the Challenge Committee. The Committee decides on the admissibility and on the merits of the challenge.

4. The Challenge Committee shall decide without any recourse on the challenge of an arbitrator. The reasons for the decision shall not be communicated.

Article 13. - Replacement of the arbitrator

1. In the event of an arbitrator's death, challenge, accepted withdrawal, resignation, or if there is a cause preventing him from fulfilling his duties, or upon request of all parties, the arbitrator shall be replaced.
2. An arbitrator shall also be replaced when the Appointments Committee or the President finds that the arbitrator is prevented *de jure* or *de facto* from fulfilling his duties in accordance with these Rules or within the allotted time limits. In such event, the Appointments Committee or the President shall decide on the matter after having invited the arbitrator and the parties to comment in writing to the secretariat within the time limit allotted by it. Such comments shall be communicated to the parties and to the arbitrator.
3. When an arbitrator has to be replaced, the Appointments Committee or the President shall have discretion to decide whether or not to follow the original appointment 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.

THE ARBITRAL PROCEEDINGS

Article 14. - Transmission of the file to the Arbitral Tribunal

Provided that the advance on arbitration costs set out in Article 28 has been fully paid, the secretariat shall transmit the file to the Arbitral Tribunal as soon as the latter has been constituted.

Article 15. - Proof of Authority

At any time after the introduction of the arbitration, the Arbitral Tribunal or the secretariat may require proof of authority to act from

any representative of any party.

Article 16. - Language of the arbitration

1. The language or languages of the arbitration shall be determined by mutual agreement between the parties. Failing such an agreement, the language or languages of the arbitration shall be determined by the Arbitral Tribunal, due regard being given to the circumstances of the case and, in particular, to the language of the contract.
2. The Arbitral Tribunal shall have full authority to decide which of the parties shall bear the translation costs, if any, and to what extent.

Article 17. - Place of the arbitration

1. The Appointments Committee or the President shall determine the place of the arbitration, unless the parties have agreed otherwise.
2. Unless otherwise agreed by the parties and after having consulted with them, the Arbitral Tribunal may decide to hold its hearings and meetings at any other location that it considers appropriate.
3. The Arbitral Tribunal may deliberate at any place that it considers appropriate.

Article 18. - Examination of the case

1. In the conduct of the proceedings the Arbitral Tribunal and the parties shall act in a timely manner and in good faith. In particular, the parties shall abstain from any dilatory acts as well as from any other action having the object or effect of delaying the proceedings.
2. The Arbitral Tribunal shall proceed within as short a time as possible to examine the case by all appropriate means. Unless it has been agreed otherwise by the parties, the Arbitral Tribunal shall be free to decide on the rules as to the taking of evidence.

It may, *inter alia*, obtain evidence from witnesses and appoint one or more experts.

3. The Arbitral Tribunal may decide the case solely on the basis of the documents submitted by the parties, unless the parties or one of them requests a hearing.
4. Either at the request of a party or upon its own motion, the Arbitral Tribunal, subject to the giving of reasonable notice, may summon the parties to appear before it on the day and at the place that it specifies.
5. If any of the parties, although duly summoned, fails to appear, the Arbitral Tribunal shall nevertheless be empowered to proceed, provided it has ascertained that the summons was duly received by the party and that there is no valid excuse for its absence.

In any event, the Award shall be deemed to be contradictory.

6. The hearings shall not be public. Save with the approval of the Arbitral Tribunal and the parties, persons not involved in the proceedings shall not be admitted.
7. The parties shall appear in person or through duly authorized representatives or counsel.
8. New claims or counterclaims must be presented in writing. The Arbitral Tribunal may refuse to examine such new claims if it considers that they might delay the examination or the ruling on the original claim. It shall consider any other relevant circumstances.

Article 19. - Confidentiality of the Arbitration Proceedings

Unless it has been agreed otherwise by the parties or there is a legal obligation to disclose the arbitration proceedings shall be confidential.

Article 20. - Interim and conservatory measures

1. Provided that the advance to cover arbitration costs in accordance with Article 28 has been paid, each party may ask the Arbitral Tribunal, as soon as it has been appointed, to order interim and conservatory measures, including the provision of guarantees or security for costs. Any such measure shall take the form of an Order,

setting out the reasons for the decision, or, if the Arbitral Tribunal considers it appropriate, an Award

2. All interim and conservatory measures ordered by the ordinary courts in relation to the dispute must be communicated immediately to the Arbitral Tribunal and to the secretariat.

THE ARBITRAL AWARD

Article 21. - Time limit for the Arbitral Award

1. The Arbitral Tribunal shall render the Award within twenty-one days of the date on which the Last Reply was submitted to the secretariat or, if the proceedings are not based solely on documents, of the date of the last hearing.
2. This time limit may be extended pursuant to a reasoned request from the Arbitral Tribunal, or upon its own motion, by the secretariat.

Article 22. - Making of the Award

1. The Award shall state the reasons upon which it is based.
2. The Award shall be deemed to be made at the place of the arbitration and on the date stated therein.

Article 23. - Award by consent

Should the parties reach a settlement after the appointment of 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 24. - Notification of the Award to the parties - Deposit of the Award

1. Once the Award has been made, the Arbitral Tribunal shall transmit

it to the secretariat in as many original versions as there are parties involved, plus one original version for the secretariat

2. Provided that the arbitration costs have been fully paid, the secretariat shall notify to each party, by registered letter or by courier service against receipt an original copy of the Award signed by the members of the Arbitral Tribunal as well as, by e-mail, a copy of same. The date of the sending by registered letter or by courier service against receipt shall be deemed to be date of notification.
3. When the place of arbitration is in Belgium and solely if one of the parties so requests the secretariat, within a period of three months from the notification of the Award, the Award shall be filed at the registry of the Civil Court of the place of the arbitration.

Article 25. - Final nature and enforceability of the Award

1. The Award is final and is not subject to appeal. The parties undertake to comply with the Award without delay.
2. By submitting their dispute to arbitration under CEPANI Rules and except where an explicit waiver is required by law, the parties waive their right to any form of recourse insofar as such a waiver can validly be made.

Article 26. - Correction and Interpretation of the Award – Remission of the award

1. On its own initiative, within one month of the notification of the Award to the parties, the Arbitral Tribunal may correct any clerical, computational or typographical error or any errors of a similar nature.
2. Within one month of the notification of the Award a party may file with the secretariat an application for the correction of an error of the kind referred to in paragraph 1. The application must be made in as many copies as stated in Article 4.1.
3. Within one month of the notification of the Award a party may file with the secretariat an application for the interpretation of a point or specific section of an Award.

The application must be made in as many copies as stated in Article 4.1.

4. After receipt of an application referred to in paragraphs 2 and 3, the Arbitral Tribunal shall grant the other party a short time limit which shall not exceed one month from the date of the application in order to submit any comments.
5. A decision to correct or interpret an Award shall take the form of an addendum and shall constitute an integral part of the Award. The provisions of Articles 21, 22 and 24 shall apply *mutatis mutandis*.
6. When a jurisdiction remits an Award to the Arbitral Tribunal the provisions of Articles 21, 22, 24 as well as the present Article 26 shall apply *mutatis mutandis* to any addendum or any other Award rendered in accordance with the decision to remit. CEPANI may take all necessary measures in order to allow the Arbitral Tribunal to comply with the decision to remit and may determine an advance payment for the purposes of recovering all additional arbitration fees and expenses of the Arbitral Tribunal as well as the additional administrative expenses of CEPANI.

ARBITRATION COSTS

Article 27. - Nature and Amount of the Arbitration Costs - Parties' Costs

1. The arbitration costs shall include the fees and expenses of the Arbitrator, as well as the administrative expenses of the secretariat. They shall be fixed by the secretariat on the basis of the amount of the principal claim and of any counterclaim, according to the Scale of Costs for Arbitration in effect on the date of the commencement of the arbitral proceedings.
2. The parties' costs include the expenses of the parties such as the expenses incurred for their defence and the expenses relating to the presentation of evidence by experts or witnesses. Schedule II sets

out a recommendation with regard to the said costs.

3. The secretariat may fix the arbitration costs at a higher or lower figure than that which would result from the application of the Scale of Costs for Arbitration, should this be deemed necessary due to the exceptional circumstances of the case.
4. Should the total amount in dispute exceed € 25.000,00 in the course of the proceedings, the secretariat may increase the amount of the arbitration costs in accordance with the Scale of Costs for Arbitration.

Article 28. - Advances on arbitration costs

1. The arbitration costs, as determined in accordance with Article 27.1 shall be paid to CEPANI prior to the transmission of the file by the secretariat to the Arbitral Tribunal.
2. Further advance payments may be required if and when any adjustments are made to the arbitration costs in the course of the proceedings.
3. The advance on arbitration costs, as well as the additional advance on arbitration costs shall be payable in equal shares by Claimant and Respondent. However, any party shall be free to pay the whole of the advance on arbitration costs should the other party fail to pay its share.
4. Where a counterclaim is filed, the secretariat may, at the request of the parties or one of them, or upon its own motion, fix separate advances on arbitration costs for the principal claim and the counterclaim.

When the secretariat has set separate advances on arbitration costs, each of the parties shall pay the advance on arbitration costs corresponding to its principal or counterclaim. The Arbitral Tribunal shall proceed only with respect to those claims or counterclaims in regard to which the advance on arbitration costs has been fully paid.

5. When a request for an additional advance on arbitration 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 fifteen days, on the expiry of which the relevant claims or counterclaims on the basis of which the additional advance is calculated shall

be considered as withdrawn. A party shall not be prevented on the grounds of such a withdrawal from reintroducing the same claim or counterclaim at a later date in another proceeding.

Article 29. - Decisions on Arbitration Costs and Parties' Costs

1. The arbitration costs shall be finally fixed by the secretariat.
2. The final award shall mention the arbitration costs, as determined by the secretariat, and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
3. The final Award may also decide which of the parties shall finally bear the parties' costs or in what proportion they shall be borne by the parties.

When the parties have reached an agreement on the allocation of the arbitration costs and parties' costs, the Award shall record such agreement.

FINAL PROVISIONS

Article 30. - Limitation of liability

1. Except in the case of fraud, the arbitrators shall not incur any liability for any act or omission when carrying out their functions of ruling on a dispute.
2. For any other act or omission in the course of an arbitration proceeding, the arbitrators, CEPANI and its members and personnel shall not incur any liability except in the case of fraud or gross negligence.

Article 31. - Residual provision

Unless otherwise agreed by the parties, for all issues that are not specifically provided for herein the Arbitral Tribunal and the parties shall act in the spirit of the Rules and shall make every reasonable effort to make sure that the Award is enforceable at law.

SCHEDULES

SCHEDULE I : SCALE OF COSTS FOR ARBITRATION

- The arbitration costs shall include the fees and expenses of the arbitrators as well as the administrative expenses of the secretariat.

1.1. The fees and costs of the arbitrators shall be determined by the secretariat in accordance with the amount in dispute and within the limits mentioned hereinafter. This scale fee applies to all proceedings introduced as from 1 January 2013, whatever version of the Rules are applicable to the proceedings.

Sum in dispute (in euro €)		Fees	
		Minimum	Maximum
from	0,00 to 25.000,00	1.500,00	2.500,00
from	25.000,00 to 50.000,00	2.500,00 + 1,00% otae 25.000	2.750,00 + 5,00% otae 25.000
from	50.001,00 to 100.000,00	2.750,00 + 3,00% otae 50.000	3.250,00 + 4,00% otae 50.000
from	100.001,00 to 500.000,00	3.250,00 + 1,50% otae 100.000	6.000,00 + 1,50% otae 100.000
from	500.001,00 to 1.000.000,00	10.000,00 + 0,75% otae 500.000	12.500,00 + 1,50% otae 500.000
from	1.000.001,00 to 5.000.000,00	17.000,00 + 0,70% otae 1.000.000	20.000,00 + 0,75% otae 1.000.000
from	5.000.001,00 to 10.000.000,00	45.000,00 + 0,30% otae 5.000.000	60.000,00 + 0,30% otae 5.000.000
from	10.000.001,00 to 50.000.000,00	70.000,00 + 0,025% otae 10.000.000	80.000,00 + 0,025% otae 10.000.000
	above 50.000.000,00	90.000,00 + 0,012% otae 50.000.000	140.000,00 + 0,012% otae 50.000.000

otae = of the amount exceeding

- The administrative expenses of CEPANI are fixed at 10% of the fees and are subject to VAT.
- Each Request for arbitration pursuant to the rules must be accompanied by an advance payment of € 500 on administrative expenses. Such payment is non-refundable, and shall be credited to the Claimant's portion of the advance on costs for arbitration. For arbitrations of limited financial importance the amount is set at € 250.
- When the arbitrator is subject to VAT, he shall so inform the secretariat, which will charge the parties with the VAT owed on the arbitrator's fees.

4. The secretariat may fix the arbitration costs at a higher or lower figure than that which would result from the application of the Scale of Arbitration Costs, should this be deemed necessary due to the exceptional circumstances of the case.
5. When a tribunal of three arbitrators has been appointed, the above rates of costs and fees shall be multiplied by 3.
When the arbitral tribunal is composed of more than three arbitrators, the secretariat of CEPANI shall determine the arbitration costs accordingly.
6. Prior to any technical expertise ordered by the Arbitral Tribunal, the parties or one of them shall pay an advance, the amount of which shall be determined by the arbitral tribunal and cover the probable costs and fees of the expert(s). The fees and final costs of the expert shall be determined by the Arbitral Tribunal.

The award shall allocate the technical expert appraisal costs between the parties in whatever proportion is decided.

7. The party requesting the interim and conservatory measures shall pay an amount of € 15.000, including € 3.000 for CEPANI's administrative expenses.
8. At any time in the proceedings, the amount mentioned in point may be increased by the CEPANI secretariat, taking into account, *inter alia*, the nature of the case as well as the nature and the volume of work performed by the arbitrator and the secretariat. The request for interim and conservatory measures is deemed to have been withdrawn if the applicant does not pay the required additional fee within the time limit fixed by the secretariat .
9. When the parties refer to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) and appoint the Belgian Centre for Arbitration and Mediation (CEPANI) as the appointing authority, the CEPANI administrative expenses for acting as an appointing authority shall be € 1.500, which amount is non-refundable. No application will be examined before payment of the required amount. When it is requested to render additional services, CEPANI, acting on its own discretion, may determine the amount of administrative expenses, the amount of which shall be proportionate to the services rendered and shall not exceed a ceiling of € 6.000. The administrative expenses are payable by the Parties in equal parts.

10. When the parties refer to CEPANI to appoint an arbitrator in the context of an *ad hoc* arbitration proceeding, the CEPANI administrative expenses for acting as an appointing authority amount to € 1.500, which amount is non-refundable. No application will be examined before payment of the required amount. When it is requested to render additional services, CEPANI, acting on its own discretion, may determine the amount of administrative expenses, the amount of which shall be proportionate to the services rendered and shall not exceed a ceiling of € 6.000. The administrative expenses are payable by the Parties in equal parts.

SCHEDULE II : PARTIES' COSTS

Recommendations concerning the parties' costs

- 1) This recommendation concerns the reimbursement of all the reasonable costs borne by a party for the defence of its interests, such as the costs of legal assistance and representation, costs related to the production of evidence by experts or by witness testimony as well as internal costs. These costs also include the travelling and hotel costs of counsel, experts and witnesses.
- 2) Parties are free to agree on the extent to which the parties' costs are reimbursed as well as the modalities of the reimbursement of these costs by the Arbitral Tribunal. Parties are free to determine an upper maximum limit for the reimbursement of these costs.
- 3) The arbitrators shall draw the parties' attention to the possibility they have of making an agreement on parties' costs.
- 4) In its Award relating to parties' costs the Arbitral Tribunal may take account of the circumstances of the case, the financial importance and the degree of difficulty of the case, the manner in which the parties have cooperated in handling the case, the relevance of the arguments presented and the degree to which the claim has been successful.
- 5) Parties' costs must be duly evidenced taking into account professional rules as well as professional secrecy.
- 6) The Arbitral Tribunal may not decide on a party's request for the reimbursement of costs without offering the other party(ies) the possibility of contesting the costs.
- 7) Article 1022 of the Belgian Judicial Code shall not apply unless otherwise agreed by the parties.
- 8) The Arbitral tribunal shall rule on the parties' costs at the latest in its Final Award and shall state the reasons for its decision.

SCHEDULE III : RULES OF GOOD CONDUCT FOR PROCEEDINGS ORGANIZED BY CEPANI

1. The President and Secretary-general of CEPANI, their associates and employees, shall not participate in any proceedings conducted under the CEPANI rules, either as an arbitrator or counsel.
2. In accepting his appointment by CEPANI, the arbitrator shall agree to apply strictly the CEPANI rules and to collaborate loyally with the secretariat. He shall regularly inform the secretariat of his work in progress.
3. The prospective arbitrator shall accept his appointment only if he is independent of the parties and of their counsel. If any event should subsequently occur that is likely to call into question this independence in his own mind or in the minds of the parties, he shall immediately inform the secretariat which will then inform the parties. After having considered the parties' comments, the Challenge Committee shall decide on his possible replacement. The Challenge Committee shall decide without any recourse on the challenge of an arbitrator. The reasons for the decision shall not be communicated.
4. An arbitrator nominated by one of the parties shall neither represent nor act as that party's agent.
5. The arbitrator appointed upon the proposal of a party undertakes, as from his appointment, to have no further relation with that party, nor with its counsel, regarding the dispute which is the object of the arbitration. Any contact with this party shall take place through the chairman of the Arbitral Tribunal or with his explicit permission.
6. In the course of the arbitration proceedings, the arbitrator shall, in all circumstances, show the utmost impartiality, and shall refrain from any deeds or words that might be perceived by a party as bias, especially when asking questions at the hearing.
7. If the circumstances so permit, the arbitrator may, with due regard to paragraph 6 here above, ask the parties to seek an amicable settlement and, with the explicit permission of the parties and of the secretariat, to suspend the proceedings for whatever period of time is necessary.

8. By accepting his appointment by CEPANI, the arbitrator undertake to ensure that the Award is rendered as diligently as possible. This means, namely, that he shall request an extension of the time limit provided by the CEPANI Rules only if necessary or with the explicit agreement of the parties.
9. The arbitrator shall obey the rules of strict confidentiality in each case referred to him by CEPANI.
10. Awards may only be published anonymously and with the explicit approval of the parties. The secretariat shall be informed thereof beforehand. This rule applies to the arbitrators as well as to the parties and their counsel.
11. The signature of the Award by a member of an Arbitral Tribunal of three arbitrators does not necessarily imply that that arbitrator agrees with the content of the award.

SCHEDULE IV : BELGIAN JUDICIAL CODE PROVISIONS RELATING TO ARBITRATION

CHAPTER 6 - ARBITRATION

Article 1676 – 1° Any dispute already existing or that may arise from a given legal situation, and which can be the object of a settlement, may by agreement be submitted to arbitration.

2° Anyone who has the legal capacity or the right to settle can agree to arbitration.

Without prejudice to specific laws, public legal entities can however only conclude an arbitration agreement if the object thereof is to resolve disputes relating to the conclusion or the performance of an agreement. The conditions that apply to the conclusion of the contract, the performance of which constitutes the object of the arbitration, also apply to the conclusion of the arbitration agreement. Moreover, public legal entities may conclude arbitration agreements on all matters defined by law or by royal decree decided by the Council of Ministers. The decree may also set forth the conditions and rules to which the completion of such an agreement is subject.

3° The above mentioned stipulations shall apply without prejudice to the exceptions provided by law.

Article 1677 - An arbitration agreement shall be agreed by the parties in writing, or by other documents that are binding on the parties and that reveal their intent to resort to arbitration.

Article 1678 – 1° The arbitration clause shall not be valid if it grants a preferred situation to a party with respect to the appointment of the arbitrator(s).

2° Without prejudice to the exceptions provided by law, an arbitration agreement concluded prior to any dispute that comes under the jurisdiction of the Labour Court pursuant to Articles 578 through 583, shall be automatically null and void.

Article 1679 – 1° The Court before which is brought a dispute that is also the object of an arbitration agreement shall declare itself without jurisdiction at the request of a party, unless the arbitration agreement is invalid with regard to this dispute or has ceased to exist; the plea must be raised before any other plea or defense.

2° A claim for conservatory or provisional measures that is brought before a Court is not inconsistent with the arbitration agreement, nor shall it imply a waiver thereof.

Article 1680 - May act as an arbitrator any person who has the capacity to enter into contracts, except those who are under age, whether they are emancipated or not, those who are provided with a legal administrator as well as those who are definitely excluded from voting or whose electoral rights are suspended.

Article 1681 – 1° The Arbitral Tribunal must be composed of an odd number of arbitrators. A sole arbitrator is allowed.

2° Should the arbitration agreement provide for an even number of arbitrators, an additional arbitrator shall be appointed.

3° Where the parties have not determined the number of arbitrators in the arbitration agreement, and cannot agree on such a number, the arbitral tribunal shall be composed of three arbitrators.

Article 1682 - The parties may, either in the arbitration agreement or later, appoint the arbitrator(s) or request that a third party makes that appointment. Where the parties have not appointed the arbitrators nor agreed on the method of their appointment, each party shall appoint its arbitrator, or if necessary an even number of arbitrators, when the dispute arises.

Article 1683 – 1° The party, which requests the arbitration, shall notify the other party of its intention. The notification must refer to the arbitration agreement and set out the object of the dispute if it was not mentioned already in the arbitration agreement itself.

2° When there are more than one arbitrator, and when the parties are expected to appoint them, the notification shall mention the appointment of the arbitrator(s) by the party that invokes the arbitration agreement; the other party is invited, in the same document, to appoint its arbitrator(s).

3° If a third person is instructed to appoint the arbitrator(s) but fails to do so, the notification mentioned in paragraph 1 here above shall be sent to it as well with the request that it make that appointment.

4° The appointment of an arbitrator, once notified, cannot be withdrawn.

Article 1684 – 1° If the party or the third person to whom the notification mentioned in Article 1683 was made, fails to appoint the arbitrator(s) within one month of the notification, the appointment shall be made by the president of the Civil Court at the request of the most diligent party.

2° If the parties have agreed that there shall be a sole arbitrator but fail to agree on his appointment within one month of the notification mentioned in Article 1683, his appointment shall be made as provided in paragraph 1 here above.

Article 1685 – 1° When the arbitrators that are appointed in accordance with the provisions here above are even in number, they shall appoint another arbitrator who shall chair the Arbitral Tribunal. If the arbitrators cannot reach an agreement, and unless decided otherwise by the parties, the appointment shall be made by the president of the Civil Court at the request of the most diligent party. The president can be requested to do so at the end of a one-month period beginning on the date on which the last arbitrator has accepted his mission, or on which the arbitrators' failure to agree has been recorded.

2° When there is an odd number of appointed arbitrators, they shall appoint one of themselves to chair the Arbitral Tribunal, unless the parties have agreed on a different method of nomination. Should the arbitrators be unable to agree, the appointment shall be made as provided in paragraph 1 here above.

Article 1686 – 1° In the cases mentioned in Articles 1684 and 1685, the decision of the president of the Civil Court shall not be subject to an appeal of any sort.

2° The decision of the president shall limit neither the powers of the arbitrators to rule on their own jurisdiction, nor the right of a party to invoke the Arbitral Tribunal's lack of jurisdiction.

Article 1687 – 1° Should an arbitrator die, or be unable in fact or in law to continue his mission, should he refuse it or fail to carry it out, or should the parties agree to terminate it, that arbitrator's replacement shall be done in accordance with the same rules that applied for his appointment or his nomination. However, when the arbitrator(s) were nominatively appointed in the arbitration agreement, this agreement shall automatically lapse.

2° In the cases mentioned in paragraph 1 here above, any objection shall be submitted by the most diligent party to the Civil Court. If the Court decides that there are reasons to replace the arbitrator, it shall appoint his replacement, due regard being given to the parties' intentions as expressed in the arbitration agreement.

3° The parties are entitled to derogate from the provisions of this Article.

Article 1688 - The death of a party shall neither void the arbitration agreement, nor the mission of the arbitrator(s), unless otherwise agreed by the parties.

Article 1689 - Once he has accepted his mission, an arbitrator cannot withdraw, unless the Civil Court allows him to do so at his request. The Court shall rule only after having heard the parties or have had them convoked by the Civil Court's clerk. The Court's decision shall not be subject to an appeal of any sort.

Article 1690 – 1° Arbitrators may be challenged when circumstances arise which cause legitimate doubts regarding their impartiality or independence.

2° A party can challenge an arbitrator only for cause that emerges after his appointment.

Article 1691 – 1° The challenge is notified to the arbitrators and possibly to the third party, which appointed the challenged arbitrator in accordance with the arbitration agreement, as soon as the challenging party will have learned of such cause. The arbitrators shall thereupon stay the proceedings

2° If the challenged arbitrator does not withdraw within ten days of the notification of the challenge, the challenging party shall be informed thereof by the Arbitral Tribunal. The challenging party must summon

the arbitrator and the other parties before the Civil Court no later than ten days after the notification, on pain of forfeiture, failing which the proceedings before the arbitrators shall resume automatically. The appeal against the Civil Court's ruling shall be handled in accordance with the provisions of Articles 843 through 847 of this Code.

3° When the arbitrator has withdrawn or when the challenge has been upheld by the Court, the replacement of the arbitrator shall take place in accordance with the rules that applied to his nomination or appointment; however, if the arbitrator was nominated in the arbitration agreement itself, this agreement shall automatically lapse. The parties may derogate from the provisions of this paragraph.

Article 1692 – 1° The parties may agree, in the arbitration agreement, to exclude certain categories of persons from becoming arbitrators.

2° If such an exclusion has been ignored when the Arbitral Tribunal was appointed, the irregularity must be invoked in accordance with the provisions of Article 1691.

Article 1693 – 1° Without prejudice to the provisions of Article 1694, the parties may determine the rules of the arbitral proceedings as well as the seat of the arbitration. Should the parties fail to do so within the time limit set by the Arbitral Tribunal, the Arbitral Tribunal shall determine them itself. If the seat of the arbitration has not been determined by the parties or by the arbitrators, the place where the award is rendered, as stated in the award, shall serve as the seat of the arbitration.

2° Unless otherwise agreed by the parties, and after consulting with them, the Arbitral Tribunal may hold its hearings and meetings in any other location that it considers appropriate.

3° The chairman of the Arbitral Tribunal shall set the schedule of the hearings and shall preside over them.

Article 1694 – 1° The Arbitral Tribunal must allow each party to assert their rights and put forth their arguments.

2° The Arbitral Tribunal shall decide after having heard the oral presentations. The parties may validly be convoked by registered mail unless they have agreed to other means of convocation. The parties may appear in person.

3° The proceedings are in writing when the parties have so agreed, or whenever they have waived their right to oral presentations.

4° Each party has the right to be represented either by a lawyer, or by a representative specially empowered in writing and admitted by the Arbitral Tribunal. Each party may be assisted by a lawyer or by any other person of its choice that is admitted by the Arbitral Tribunal. The parties may not be represented or assisted by a business agent.

Article 1695 - Should a party that has been validly convoked fail to appear or to present its arguments in the allotted time limit, without a legitimate excuse, the Arbitral Tribunal may proceed and decide the matter, unless the other party requests a postponement.

Article 1696 – 1° Without prejudice to Article 1679, paragraph 2, the Arbitral Tribunal may order interim and conservatory measures at the request of a party, with the exception of attachment orders.

2° Unless otherwise agreed by the parties, the Arbitral Tribunal shall freely assess the admissibility and weight of the evidence.

3° The Arbitral Tribunal may call witnesses, appoint experts, organize site visits, order the personal appearance of the parties. The Arbitral Tribunal may administer a decisive oath and request from the parties a supplementary oath. It may also order a party to disclose documents under the terms of Article 877 of this Code.

4° When the Arbitral Tribunal has called witnesses and when those witnesses fail to appear, or refuse the oath, or refuse to testify, the Arbitral Tribunal shall allow the parties, or one of them alone, to petition the Civil Court to appoint a magistrate to conduct the hearing of the witnesses. This shall be done as in civil proceedings. The time limits of the arbitral proceedings are automatically suspended until the end of this inquiry.

5° The Arbitral Tribunal may not order the verification of the authenticity of documents nor rule on disputes relating to the submission of documents or to allegedly forged documents. In such cases, it shall leave it to the parties to refer the matter to the Civil Court within a given time limit.

6° The time limits of the arbitral proceedings are automatically stayed until the Arbitral Tribunal will have been officially informed by the most diligent party of a final decision on the incident.

Article 1696- bis – 1° Any interested third party may request from the Arbitral Tribunal an ex parte intervention in the proceedings. The request must be put to the Arbitral Tribunal in writing, and the tribunal shall communicate it to the parties.

2° A party may call upon a third party to intervene in the proceedings.

In any event, the admissibility of such interventions requires an arbitration agreement between the third party and the parties involved in the arbitration. That agreement is subject, moreover, to the unanimous consent of the Arbitral Tribunal.

Article 1697 – 1° The Arbitral Tribunal is empowered to rule on its own jurisdiction and, to this end, examine the validity of the arbitration agreement.

2° A finding that the contract is null and void shall not automatically entail the nullity of the arbitration agreement that it contains.

3° The Arbitral Tribunal's decision that it has jurisdiction may only be contested together with the award on the main issue and through the same procedure before the Civil Court. The Civil Court may, at the request of one of the parties, rule on the merits of the Arbitral Tribunal's decision that it lacks jurisdiction.

4° The fact that a party has appointed an arbitrator shall not prevent it from claiming that the Arbitral Tribunal lacks jurisdiction.

Article 1698 – 1° Until the date on which the first arbitrator accepts his mission, either party may determine the time limit within which the Arbitral Tribunal must render its award, or the terms for setting such a time limit.

2° When the parties have not set the time limit nor determined the terms for doing so, and when the Arbitral Tribunal is late in rendering its award, and when a period of six months has elapsed between the date on which all of the arbitrators have accepted their mission, the Civil Court may, at the request of one of the parties, impose a time limit on the arbitrators. The Civil Court's decision shall be final.

3° The mission of the arbitrators ends if the award is not rendered in a timely manner, unless this time limit is extended by an agreement between the parties.

4° When the arbitrators have been named in the arbitration agreement, and when the award is not rendered in time, the arbitration agreement shall automatically lapse, unless otherwise agreed by the parties.

Article 1699 - The Arbitral Tribunal shall make a final decision or render interlocutory decisions by way of one or several awards.

Article 1700 - Unless otherwise agreed by the parties, the arbitrators shall decide in accordance with the rules of law.

When a public legal entity is a party to an arbitration agreement, the arbitrators shall always decide in accordance with the rules of law, without prejudice to special legal provisions.

Article 1701 – 1° The award shall be rendered after a deliberation between all of the arbitrators. The award is rendered at an absolute majority, unless the parties have agreed to another type of majority.

2° The parties are also free to decide that the chairman's vote shall be decisive where no majority can be formed.

3° Unless stipulated to the contrary, where the arbitrators rule on sums of money and where no majority is formed on the sums that are to be awarded, the votes in favor of the higher figure are counted as being in favor of the figure that is immediately lower, until a majority is formed.

4° The award is rendered in writing and signed by the arbitrators. Should one or more of the arbitrator(s) be unable to sign, or refuse to do so, mention shall be made of it in the award; however, the award must bear at least as many signatures as are necessary to form a majority of arbitrators.

5° In addition to the decision itself, the award shall contain, *inter alia* :

- (a) the names and domiciles of the arbitrators;
- (b) the names and domiciles of the parties;
- (c) the object of the dispute;
- (d) the date on which it is rendered;
- (e) the seat of the arbitration and the place where the award is rendered.

6° The award must be reasoned.

Article 1702 – 1° The chairman of the Tribunal shall notify the award to each party and send them a copy, signed in accordance with Article 1701 - 4E.

2° The chairman of the Arbitral Tribunal shall file the original copy of the award with the Office of the Civil Court, and shall notify the parties of this filing.

3° The mission of the arbitrators ends with the notification of the final award to the parties and its filing in accordance with the provisions mentioned here above.

Article 1702 – bis – 1° Within thirty days of the notification of the award, and unless the parties have agreed on another time limit,

- (a) One of the parties may request the Arbitral Tribunal to correct any clerical, computational or typographical error, or any other error of a similar nature, provided it notifies its request to the other party.
- (b) One of the parties may request that the Arbitral Tribunal interpret a given point or passage of its award, provided the parties have so agreed and provided one party has notified its request to the other.

If the Arbitral Tribunal considers the request founded, it shall correct or interpret its award within thirty days of the request. The interpretation shall form part of the award.

2° The Arbitral Tribunal may, on its own motion, correct any error mentioned in paragraph 1 (a) here above within thirty days of the date of the award.

3° The Arbitral Tribunal may, if necessary, extend the time limit in which it is allowed to correct or interpret its award pursuant to paragraph 1 here above.

4° The provisions of Article 1701 apply to the correction or interpretation of the award.

5° When the same arbitrators cannot be reunited, the request for interpretation or correction of the award shall be submitted to the Civil Court, whose president has jurisdiction to render the award enforceable in accordance with the rules of jurisdiction set forth in Articles 1717 and 1719, paragraph 2.

Article 1703 – 1° Unless the award is contrary to public policy or unless the dispute is not arbitrable, the award shall have authority once it has been notified in accordance with article 1702, paragraph 1, and when it can no longer be contested before the arbitrators.

2° An appeal can only be made against an arbitral award if the parties have provided for that possibility in the arbitration agreement. Unless provided otherwise, the time limit for an appeal is one month as of the notification of the award.

Article 1704 – 1° The arbitral award may only be contested before the Civil Court through an application for setting it aside, and it may be set aside solely for a cause mentioned in this Article.

2° The arbitral award may be set aside

- (a) If the decision is contrary to public policy;
- (b) If the dispute was not arbitrable;
- (c) If no valid arbitration agreement exists;
- (d) If the Arbitral Tribunal has exceeded its jurisdiction or its powers;
- (e) If the Arbitral Tribunal omitted to decide on one or more issues of the dispute, and if such issues cannot be separated from the issues on which it did decide;
- (f) If the award has been rendered by an arbitral tribunal that was irregularly appointed;
- (g) If the parties were not given the opportunity to present their case and their arguments, or if any other imperative rule of the arbitral proceedings has been violated, provided such a violation of the rules had a bearing on the decision;
- (h) If the formalities prescribed in Article 1701, paragraph 4, have not been fulfilled;
 - (i) If the award is not reasoned;
 - (j) If the award contains provisions that contradict themselves.

3° The award may also be set aside:

- (a) If it was obtained by fraud;
- (b) If it is based on evidence that is found to be false by a final Court decision, or on evidence that is acknowledged to be false;
- (c) If, since the award was rendered, a document or other evidence were found that would have had a decisive influence on the award, and that has been held back by the other party.

4° The causes mentioned in paragraphs 2 (c), (d) and (f) shall not cause the award to be set aside, whenever the party that invokes them has learned of them in the course of the proceedings but failed to invoke them at that time.

5° The causes for challenging or expelling an arbitrator mentioned in Articles 1690 and 1692 do not constitute causes for having the award set aside in the sense of paragraph 2 (f) here above, even if such causes became known only after the rendering of the award.

Article 1705 - If there is cause for having one part of the award set aside, it alone shall be set aside if it may be dissociated from the other parts of the award.

Article 1706 – 1° The causes for having an award set aside must be put forth by a party, on pain of being forfeited, in one single procedure, except however for the causes mentioned in Article 1704, paragraph 3, when such causes are discovered later.

2° The request for setting aside the award is admissible only if the award can no longer be contested before the arbitrators.

Article 1707 – 1° The request for setting aside the award based on one of the causes mentioned in Article 1704, paragraph 2 (c) through (j) must, on pain of being forfeited, be filed within three months of the date on which it was notified to the parties; however, that time limit cannot start before the day on which the award can no longer be contested before the arbitrators.

2° Respondent in a procedure for having the award set aside may itself, in the same procedure, request that the award be set aside even if the time limit mentioned in paragraph 1 has expired.

3° The claim for having the award set aside that is based on one of the causes mentioned in Article 1704, paragraph 3, must be filed within three months either of the discovery of the fraud, or of the document or other evidence, or of the day on which the evidence was declared false, or acknowledged to be so, and provided always that a time limit of five years beginning on the day on which the award was notified to the parties in accordance with Article 1702, paragraph 1, has not expired.

4° The Court before which a request for the setting aside of an award will have been brought shall automatically verify that the award is not contrary to public policy, and that the dispute was arbitrable.

Article 1708 – 1° When the Arbitral Tribunal has omitted to decide on one or more issues of the dispute which can be separated from those

on which it has decided, it may, at the request of a party, complete the award, even if the time limits mentioned in Article 1698 have expired, unless the other party disputes the omission or that the omitted issues can be separated from those which the tribunal has decided.

2° In that case, the dispute shall be brought before the Civil Court by the most diligent party. Should the Civil Court decide that the omissions can be separated from those issues on which the Arbitral Tribunal did decide, it shall refer the parties back to the Arbitral Tribunal in order to complete the award.

Article 1709 - The arbitrators may order their award to be provisionally enforceable in spite of an appeal, and without prejudice to the rules of consignment. They may also subordinate provisional enforcement to the establishment of security in accordance with the provisions of this Code.

Article 1709-bis - The arbitrators may order a party to pay a penalty. Articles 1385-bis through octiès apply *mutatis mutandis*.

Article 1710 – 1° The award can be enforced only if it has been declared enforceable by the president of the Civil Court at the request of an interested party; the party against which the enforcement is requested cannot, at this stage of the proceedings, claim to be heard.

2° The president can render the award enforceable only if it can no longer be contested before the arbitrator(s) or if the arbitrators have declared it to be provisionally enforceable notwithstanding an appeal. The decision of the president is enforceable notwithstanding an appeal, without prejudice to Article 1714.

3° The president shall dismiss the request if the award or its enforcement is contrary to public policy, or if the dispute was not arbitrable.

4° The decision shall be notified, by judicial post, by the Office of the Court within five days of its pronouncement.

Article 1711 – 1° Where the request is dismissed, the petitioner may file an appeal with the Court of Appeal within one month of its notification. This appeal is served by a bailiff, on the party against which the enforcement of the award is requested in a summons to appear before the Court of Appeal.

2° Should that party wish to request that the award be set aside without having already entered a claim for that effect, it must bring such a claim before the Civil Court, on pain of forfeiture, within one month of the notification of the appeal. The Court of Appeal shall postpone its decision until a final decision will have been rendered on the issue of having the award set aside.

Article 1712 – 1° The decision that grants the enforceability to the award must be notified by the petitioner to the other party. Within one month of its notification, an opposition against the decision may be filed before the Civil Court.

2° The party which files this opposition and which requests as well the setting aside of the award itself without having already done so, must enter its claim for setting aside in the same manner and within the same time limit as mentioned in paragraph 1 here above, on pain of forfeiture. The party that claims that the award must be set aside without also filing an opposition in accordance with paragraph 1 here above must, on pain of forfeiture, enter its claim within the time limit provided by paragraph 1.

Article 1713 – 1° In the cases mentioned in Articles 1711 and 1712, the requests for having the award set aside which are based on the absence of a valid arbitration clause, are not subject to the time limit mentioned in Article 1707, paragraph 1.

2° Without prejudice to the provisions of Article 1707, paragraph 3, the party that learned of one of the causes for setting aside the award mentioned in Article 1704, paragraph 3, only after the notification of the decision granting enforcement, may request nevertheless that the award be set aside for such cause in spite of the fact that the one-month time limits mentioned in Articles 1711 and 1712 have expired.

Article 1714 – 1° The Court before which is brought the motion against the decision that granted enforceability or the request to have the award set aside, may order, at the request of one of the parties, a stay of the enforcement of the award, or make the enforcement subject to the establishment of security.

2° The decision that grants the enforceability to the award becomes ineffective when the award is set aside.

Article 1715 – 1° When, during the arbitral proceedings, the parties settle the dispute submitted to the Arbitral Tribunal, their agreement may be recorded in a document established by the Tribunal and signed by the arbitrators as well as by the parties. This document is subject to the provisions of Article 1702, paragraph 2; it can receive a seal of enforceability from the president of the Civil Court at the request of one of the parties.

2° The request shall be dismissed if the settlement or its enforcement is contrary to public policy or if the dispute is not arbitrable.

3° The decision is notified by the Office of the Civil Court within five days of its pronouncement.

Article 1716 – 1° The decision which grants enforceability to the award by consent must be notified by the petitioner to the other party. Within one month of the date of its notification, an opposition may be filed against it before the Civil Court.

2° If the request is denied, the petitioner may file an appeal in accordance with Article 1711.

3° The decision that grants enforceability to the award by consent becomes ineffective in the event the award is set aside.

Article 1717 – 1° Subject to the provisions of Articles 1719, paragraph 2, the Court that has jurisdiction for applying Chapter VI of this Code shall be the Court mentioned in the arbitration agreement or any later agreement reached prior to the determination of the seat of the arbitration.

2° When no agreement exists, the Court of jurisdiction shall be the Court of the seat of the arbitration. When no seat has been determined, the Court of jurisdiction shall be the Court that would have had jurisdiction, had the matter not been submitted to arbitration.

3° [...]

4° The parties may, by an explicit declaration in the arbitration agreement or by a later agreement, exclude any application for the setting aside of an arbitral award, in case none of them is a physical person of Belgian nationality or a physical person having his normal residence in Belgium or a legal person having its registered office or a branch office in Belgium.

Article 1718 – 1° When an agreement to arbitrate is reached regarding an appeal against a decision of the Civil Court or of the Commercial Court, the arbitral award can only be enforced after the Court of Appeal has granted enforcement and after the party against which the enforcement is requested has been summoned.

2° Should that party claim to have the award set aside without having previously filed an application in this respect, it must enter its claim, on pain of forfeiture, in the same proceedings, subject to the provisions of Article 1713.

3° The decisions of the Court of Appeals are not subject to appeal.

Article 1719 – 1° The president of the Civil Court shall, upon request, rule on the enforceability of foreign awards rendered on the basis of an arbitration agreement.

2° The claim is brought before the president of the Civil Court in the jurisdiction of which the person against whom the enforcement is requested has his domicile or, in the absence of a domicile, his place of residence. If that person is neither domiciled in or a resident of Belgium, the request is made to the president of the Civil Court where the award is to be enforced.

3° The petitioner shall elect domicile in the jurisdiction of the Court.

4° He shall enclose with his request the original copy of the award and of the arbitration agreement, or any copy thereof that fulfils the conditions of authenticity.

5° The president of the Court examines the requests; to this end, he may summon to chambers the petitioner as well as the party against which the enforcement is requested. The summons is sent by the Office of the Court.

Article 1720 - Within five days of its pronouncement, the decision of the Civil Court is notified to the petitioner by the Office of the Court.

Article 1721 - When the request is denied, the petitioner may, within one month of its notification, appeal to the Court of Appeal. This appeal is served by a bailiff to the party against which the enforcement has been requested, with a summons to appear before the Court of Appeal.

Article 1722 - The decision, which grants enforceability, must be communicated by the petitioner to the person against whom the enforcement is requested. An opposition may be filed against this decision with the Civil Court within one month of its notification.

Article 1723 - Unless there is a reason to apply an existing treaty between Belgium and the country in which the award was rendered, the Court shall deny enforceability:

1° If the award can still be appealed before the arbitrators and if the arbitrators did not make the award enforceable notwithstanding an appeal.

2° If the award or its enforcement is contrary to public policy or if the dispute was not arbitrable.

3° If cause for having the award set aside pursuant to Article 1704 is established.

SCHEDULE V : GENERAL ADMINISTRATION AND SECRETARIAT

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