

**Unified Mediation & Arbitration Rules of
The International Court for Commercial Mediation, Conciliation and
Arbitration (ICCMCA)**

Adopted 15th of December, 2009

Section 1

General Rules & Definitions

Mediation, Conciliation and Arbitration

Article 1

Neutrals appointed by ICCMCA may propose Mediation to the Parties even if they have stipulated to Arbitration. Neutrals have wide discretion to use all of the techniques of Mediation, Conciliation and Arbitration in any combination or order they deem reasonable within the limitations of the Rules provided herein.

Article 2

If Parties have specified that a dispute that has arisen or any dispute that may arise between them is to be resolved by ICCMCA without specifying Mediation or Arbitration, the Parties shall be understood to have agreed to the application of both subject to the discretion of ICCMCA.

Application of Technology

Article 3

ICCMCA makes extensive use of information technology to optimize dispute resolution. ICCMCA will provide guidelines concerning applicable standards for electronic transmission, storage and copying of documents, video conferencing and the like. Parties submitting to ICCMCA Mediation and/or Arbitration are presumed technically competent to comply with the instructions of ICCMCA concerning use of information technology. ICCMCA and its Neutrals shall have the discretion but not the obligation to extend deadlines or otherwise modify requirements on the Parties if there is undue difficulty complying with a particular technical requirement.

Limitations on Liability

Article 4

Neither ICCMCA, nor any member of ICCMCA, a Neutral or anyone acting on their instructions with regards to a proceedings may be held liable by a Party to a proceedings conducted under these Rules, unless the damage in question was caused by the gross negligence or intentional misconduct of such person.

Article 5

The Parties and, by accepting appointment, the Neutrals agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of a proceedings shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action.

Confidentiality

Article 6

In Mediation proceedings, no recording of any kind shall be made of any meetings of the Parties with the Mediator. Each person involved in the Mediation, including representatives, advisors, experts and any other persons present during the meetings of the Parties with the Mediator, shall respect the confidentiality of the Mediation.

Article 7

Unless otherwise agreed by the Parties to a Mediation, each person involved in the Mediation shall on termination of the Mediation return any brief, document or other materials supplied to the person who supplied it, without retaining any copy thereof. Any notes taken by a person concerning the meetings of the Parties with the Mediator shall be destroyed on termination of the Mediation.

Article 8

Unless otherwise agreed by Parties to a Mediation, the Mediator and the Parties shall not introduce as evidence or in any manner whatsoever in any judicial proceeding:

(i) any views expressed or suggestions made by a Party with respect to a possible settlement of the dispute;

(ii) any admissions made by a Party in the course of the Mediation;

(iii) any proposals made or views expressed by the Mediator;

(iv) the fact that a Party had or had not indicated willingness to accept any proposal for settlement made by the Mediator or by the other Party.

Article 9

(a) Regarding Arbitration proceedings, unless stipulated otherwise by the Parties, the Tribunal, ICCMCA and the Parties shall keep any information disclosed in the course of an Arbitration confidential to the extent that such information is not part of the public domain.

(b) The exceptions to the duty of confidentiality include disclosures made pursuant to a legal duty, to enforce a legal right, or as necessary to enforce or challenge an Award.

Guiding Principles

Article 10

In any matter not explicitly governed in these Rules, the Parties, Neutrals and ICCMCA shall act in the spirit of the Rules and make every reasonable effort to preserve the integrity of the proceedings and respect any duly rendered Decision or Award.

Article 11

Any decisions made by ICCMCA concerning any aspect of any Mediation or Arbitration proceeding will be binding on the Parties and the Neutrals. ICCMCA reserves the right to delegate its authority to make such administrative decisions to one or more members of the Advisory Council or the Registrar.

Article 12

A Party who knows that any provision of, or requirement under, these Rules has not been complied with but proceeds without promptly stating an objection to such non-compliance, shall be deemed to have waived their right to object.

Definitions:

Advisory Council: Advisory Council to the Arbitration Court of ICCMCA.

Arbitration: Process whereby an impartial Tribunal appointed by ICCMCA decides the outcome of a dispute.

Arbitration Agreement: Written arbitration clause or separately written arbitration agreement evidencing the consent of the Parties to submit to ICCMCA arbitration. An arbitration clause which is part of another agreement or document is regarded as a severable, separate and effective Arbitration Agreement.

Arbitration Fee: Non-refundable fee payable to ICCMCA upon submitting a Claim, calculated according to the Fee Schedule published by ICCMCA effective on the date of filing the Claim.

Arbitrator: Impartial person appointed by ICCMCA to a Tribunal.

Answer: Statement of a Respondent submitted in response to a Claim.

Award: Arbitral award rendered by a Tribunal. Any proceeding that has as its objective or outcome a written Award is an Arbitration as defined in these Rules.

Chairman: Ranking member of three party Tribunal.

Claim: Request by a Party to a dispute for relief via Arbitration.

Claimant(s): Party submitting or wishing to submit a Claim to ICCMCA.

Claim Documents: Minimum documentation required to initiate an Arbitration.

Conciliation: Process similar to Mediation whereby the conciliator acts as an inventor of solutions which are aimed at helping the parties reach a consensus on how to solve the dispute. It is a policy goal of ICCMCA rather than a specified procedure. It is within the discretion of any Mediator appointed by ICCMCA to apply conciliation techniques.

Conflict of Interest: Any grounds that could raise reasonable doubts about the impartiality or independence of a Neutral.

Counterclaim: Request for relief submitted by a Respondent after receiving notice of a Claim, being at least minimally related to the subject matter of the Claim, running against the same Claimant, and covered by the same Arbitration Agreement as the Claim.

Days: Business days, when the banks of the place of Arbitration are generally open to the public for business, not to include Saturdays or Sundays.

Decision: Statement of the outcome of an Arbitration rendered by a Tribunal.

Document and/or Documentation: For purposes of these Rules, includes any form of electronic communication not directly involving the physical transmission of paper that creates a record that may be transmitted, retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

Fee Schedule: The separately published fees of ICCMCA, as amended from time to time.

Hearing: A session organized by a Tribunal where the Parties are given an opportunity to present their case. A Hearing may take place in any place designated by the Tribunal, as well as in multiple places simultaneously by use of electronic means.

IBA Rules of Evidence: the model IBA Rules on the taking of Evidence in International Commercial Arbitration (as adopted on 1 June 1999 and as amended from time to time) of the International Bar Association.

ICCMCA: Unless otherwise specified, acts of ICCMCA may be delegated by the Board of Trustees to the Registrar or a member or members of the Advisory Council.

Mediation: Voluntary process whereby an impartial third party appointed by ICCMCA helps identify the disputed issues, examine factual or perceptual discrepancies, develop options, consider alternatives and strive to reach a consensus among the Parties for resolving the dispute. The Mediator has no deciding authority over the dispute, but may determine the process of Mediation whereby resolution is attempted.

Mediation Agreement: Agreement by the Parties to submit to mediation all or certain disputes which have arisen or may arise between them, which may be integrated in an Arbitration Agreement. A Mediation Agreement in the absence of an Arbitration Agreement makes it clear that the Parties have not consented to Arbitration unless they subsequently sign an Arbitration Agreement.

Mediation Fee: Non-refundable fee payable to ICCMCA upon referring a matter for Mediation, calculated according to the Fee Schedule published by ICCMCA and effective on the date of referral.

Mediator: A single impartial person appointed by ICCMCA to conduct a Mediation under these Rules. ICCMCA will not appoint multiple Mediators in the same matter.

Neutral: Impartial person appointed by ICCMCA, who may at different points in a proceeding or proceedings be regarded as a Mediator and/or Arbitrator, depending on the context of the reference and circumstances.

Offset: An adverse claim or demand which diminishes an amount claimed. For the purposes of ICCMCA Offsets are a category of Counterclaim.

Parties: All of the Claimant(s) and Respondent(s) to an Arbitration, as well as participants in a Mediation.

Party: Singular individual of the Parties.

Submission: Motion, pleading, notice, application or other document delivered by a Party to ICCMCA or a Tribunal.

Registrar: Registrar of ICCMCA, including Assistant Registrars. All Party and Arbitrator communications with ICCMCA are to be directed to the Registrar unless otherwise specified.

Request for Mediation: Minimum documentation required to initiate a Mediation.

Respondent(s): Party to an Arbitration Agreement who is subjected to a Claim.

Rules: These rules of ICCMCA (as adopted and amended from time to time).

Tribunal: Arbitral Tribunal of 1 or 3 Arbitrators appointed by ICCMCA to resolve a dispute.

Verifiable Means: Any written or electronic means capable of being verified by receipt or confirmation message.

Section 2

Mediation Rules

Scope of Application

Article 1

Where a Mediation Agreement provides for Mediation under ICCMCA Rules, these Rules shall be deemed to form part of that Mediation Agreement. If the Parties have made an agreement providing for ICCMCA dispute resolution without specification, and ICCMCA determines that Mediation could be useful in resolving such a dispute, these Mediation Rules may also apply.

Commencement of Mediation

Article 2

(a) A Party to a Mediation Agreement that wishes to commence Mediation shall submit a Request for Mediation to ICCMCA. It shall at the same time send a copy of the Request for Mediation to the other Party.

(b) The Request for Mediation shall contain or be accompanied by:

(i) the names, addresses and telephone, telefax, e-mail or other communication references of the parties to the dispute and of the representative of the party filing the Request for Mediation;

(ii) a copy of the Mediation Agreement;

(iii) a brief statement of the nature of the dispute; and

(iv) confirmation of payment of the Mediation Fee.

Article 3

The date of the commencement of the Mediation shall be the date on which the Request for Mediation is received by ICCMCA.

Article 4

ICCMCA shall without delay inform the parties of the receipt of the Request for Mediation and of the date of the commencement of the Mediation.

Appointment of Mediator

Article 5

(a) Unless the parties have agreed themselves on the person of the Mediator or on another procedure for appointing the Mediator, the sole Mediator shall be appointed by ICCMCA after consultation with the Parties within two weeks from receipt of the Request for Mediation.

(b) Unless the circumstances dictate otherwise, ICCMCA shall apply the same procedures and standards for appointing Arbitrators to the appointment of the Mediators.

(c) The prospective Mediator shall, by accepting appointment, be deemed to have undertaken to make available sufficient time to enable the Mediation to be conducted expeditiously, and to see the matter through Arbitration if necessary.

Article 6

A Mediator shall be neutral, impartial and independent.

Representation of Parties and Participation in Meetings

Article 7

(a) The Parties may be represented or assisted in their meetings with the Mediator.

(b) Immediately after the appointment of the Mediator, the names and addresses of persons authorized to represent a Party, and the names and positions of persons who will be attending the meetings of the Parties with the Mediator, will be communicated to all of the participants in the Mediation.

Conduct of the Mediation

Article 8

Mediation shall be conducted in the manner agreed by the Parties and the Mediator. If the Parties have not agreed, the Mediator will determine the manner in which the Mediation is conducted. Unless otherwise agreed by the Parties, it is understood that Mediation should be completed within 2 (two) months from the date of appointment of the Mediator.

Article 9

Each party shall cooperate in good faith with the Mediator to advance the Mediation as expeditiously as possible.

Article 10

The Mediator shall be free to meet and to communicate separately with a Party on the clear understanding that information given at such meetings and in such communications shall not be disclosed to the other Party without the express authorization of the Party giving the information.

Article 11

(a) As soon as possible after being appointed the Mediator will consult the Parties and establish a timetable for the submission by each Party of a statement summarizing the background of the dispute, the Party's interests and contentions in relation to the dispute and the present status of the dispute, together with such other information and materials as the Party considers necessary for the purposes of the Mediation.

(b) The Mediator may at any time during the Mediation suggest that a Party provide such additional information or materials as the Mediator deems useful.

(c) Any Party may at any time submit for the consideration of the Mediator only, written information or materials which it considers confidential. The Mediator shall not, without the written authorization of that Party, disclose such information or materials to the other Party.

Role of the Mediator

Article 12

(a) The Mediator shall promote the settlement of the issues in dispute between the Parties in any manner that the Mediator believes to be appropriate, but shall have no authority to impose a settlement on the Parties.

(b) Where the Mediator believes that any issues in dispute between the Parties are not susceptible to resolution through Mediation, the Mediator may propose means for resolving those issues which the Mediator considers are most likely to lead to the most efficient resolution of those issues. In particular, the Mediator may propose:

(i) an expert evaluation of one or more particular issues;

(ii) arbitration;

(iii) the submission of last offers of settlement by each party and, in the

absence of a settlement through mediation, arbitration conducted on the basis of those last offers pursuant to an arbitral procedure in which the mission of the arbitral tribunal is confined to determining which of the last offers shall prevail; or

(iv) arbitration in which the Mediator will, subject to the Rules of ICCMCA, act as or be a member of the Tribunal, with the understanding that the Mediator may, in the Arbitration proceedings, take into account information received during the Mediation.

Termination of the Mediation

Article 13

The Mediation shall be terminated:

(i) by the signing of a settlement agreement by the Parties covering any or all of the issues in dispute between the Parties;

(ii) by the decision of the Mediator if, in the Mediator's judgment, further efforts are unlikely to lead to a resolution of the dispute; or

(iii) by a written declaration of a Party at any time after attending the first meeting of the Parties with the Mediator and before the signing of any settlement agreement.

Article 14

(a) Upon the termination of the Mediation, the Mediator shall promptly send to ICCMCA and the Parties a notice that the Mediation is terminated and shall indicate the date on which it terminated, whether or not the Mediation resulted in a settlement of the dispute and, if so, whether the settlement was full or partial.

(b) ICCMCA shall keep the termination notice confidential and shall not, without the written authorization of the Parties, disclose either the existence or the result of the Mediation to any person.

(c) ICCMCA may include information concerning the Mediation in any aggregate statistical data that it publishes concerning its activities, provided that such information does not reveal the identities of the Parties or enable the particular circumstances of the dispute to be identified.

Article 15

Unless required by a court of law or authorized in writing by the Parties, the Mediator(s) shall not act in any capacity whatsoever, otherwise than as Arbitrator(s) in an ICCMCA proceeding stemming from the Mediation, in any pending or future proceedings, whether judicial, arbitral or otherwise, relating to the subject matter of the dispute.

Mediation Fee

Article 16

- (a) The Request for Mediation shall be subject to the payment to ICCMCA of an administration fee, the amount of which shall be fixed in accordance with the Schedule of Fees applicable on the date of the Request for Mediation.
- (b) The Mediation Fee is non-refundable.
- (c) No action shall be taken by ICCMCA on a Request for Mediation until the administration fee has been paid.
- (d) If a Party who has filed a Request for Mediation fails, within 15 days after a second reminder in writing from ICCMCA, to pay the administration fee, it shall be deemed to have withdrawn its Request for Mediation.

Fees of the Mediator

Article 17

- (a) The Mediation Fee of ICCMCA includes an estimated fee of the Mediator which should be sufficient to cover any routine Mediation. If the Parties choose their own Mediator who is not on the ICCMCA list of Neutrals, or ICCMCA considers that the complexity of the subject matter of the dispute and any other relevant circumstances of the case exceed routine assumptions, a supplemental Deposit may be required.
- (b) The mode of payment of the Mediator's fee shall be fixed by ICCMCA after consultation with the Mediator.

Deposits

Article 18

- (a) ICCMCA may, at the time of the appointment of the Mediator, require each party to deposit an equal amount as an advance for the costs of the Mediation, including, in particular, the estimated fees of the Mediator and the other expenses of the Mediation. The amount of the deposit shall be determined by ICCMCA.
- (b) ICCMCA may require the parties to make supplementary deposits.
- (c) If a Party fails, within 15 days after a second reminder in writing from ICCMCA, to pay a required deposit, the Mediation shall be deemed to be terminated. ICCMCA shall inform the Parties and the Mediator accordingly and indicate the date of termination.
- (d) After the termination of the Mediation, ICCMCA shall render an accounting

to the Parties of any deposits made and return any unexpended balance to the Parties or require the payment of any amount owing from the Parties.

Costs

Article 19

Unless the Parties agree otherwise, the Mediation Fee and all other expenses of the Mediation, including travel expenses of the Mediator and any expenses associated with obtaining expert advice, shall be borne in equal shares by the Parties.

Suspension of Running of Limitation Period under Statute of Limitations

Article 20

The Parties agree that, to the extent permitted by applicable law, the running of the limitation period under any statute of limitation or equivalent national law shall be suspended in relation to the dispute that is the subject of any ICCMCA proceeding from the date of the commencement of the Mediation until the date of the termination of the Mediation.

Section 3

Arbitration Rules

Initiating Arbitration Proceedings

Article 1

A Claimant wishing to initiate Arbitration proceedings under these Rules shall submit to ICCMCA the following Claim Documents:

- To the extent known, the names, addresses, telephone, email and/or other relevant contact information of the Parties to the dispute being submitted for arbitration and those of their legal counsels or representatives;
- Power of Attorney for the representative of the Claimant if applicable;
- A copy of the supporting documentation upon which the claim is based, including the Arbitration Agreement;
- Nomination of an arbitrator if applicable, with the name, address, telephone, email and/or other relevant contact information of the Claimant's nominee;
- Factual account of the events leading to the dispute;
- Statement of the Claimant's claim for relief;
- Itemized calculation and proof of payment of the Arbitration Fee according to the Fee Schedule;
- Proof of service on the Respondent(s).

Article 2

(a) A complete copy of the Claim Documents shall be served by the Claimant on the Respondent(s) by verifiable means. ICCMCA may act independently to ensure that the Respondent has received actual notice, and in such case shall make a record of the effort made and the result thereof. The time for receiving the Respondent's Answer shall be calculated from the date the Respondent received notice of the claim.

(b) If upon application by the Claimant ICCMCA determines that the Claimant has exhausted all reasonable means to serve a Respondent, ICCMCA shall specify a public venue for publishing notice of the claim, the minimum required information to appear and other conditions. In such case the date of publishing the notice shall be the date of service on the Respondent.

(c) The Tribunal shall resolve any objection concerning the correctness or sufficiency of process service. If the Tribunal is not appointed, any dispute concerning process service shall be resolved by ICCMCA.

Respondent's Answer

Article 3

A Respondent shall have 14 days from receiving notice to submit an Answer to ICCMCA. The Answer shall include:

- A summary response to the factual assertions and claim(s) advanced by the Claimant, affirming or rejecting them in whole or in part;
- Power of Attorney of the representative of the Respondent if applicable;
- Objections to the initiation of the arbitration proceeding if any;
- Nomination of an arbitrator if applicable;
- Preliminary statement of any Counterclaims.

Article 4

(a) Failure to submit a timely Answer will not prevent the Respondent from denying the claim(s) in whole or in part or from submitting a Counterclaim in the proceedings.

(b) ICCMCA shall have the discretion to extend the time for submitting the Answer up to an additional 14 days upon a motion by the Respondent stating good cause.

(c) Failing a timely Answer, the Respondent shall lose the right to nominate an Arbitrator if applicable.

Affirming Jurisdiction and Appointing the Tribunal

Article 5

(a) When the Answer has been received or the time period for providing the Answer has expired, ICCMCA shall evaluate any objections raised to the proceedings and determine if it has proper jurisdiction over the dispute.

(b) If ICCMCA finds potential merit in any objection raised or finds cause to question proper jurisdiction over the dispute, it shall have the right to require further information from the Parties. If ICCMCA determines that jurisdiction is improper, it shall dismiss the claim.

(c) If the claim is not dismissed, ICCMCA will proceed to appoint a Tribunal giving due regard to the stipulations of the Parties if any.

Article 6

(a) Prior to appointment, all prospective Arbitrators will submit to ICCMCA proof of their qualifications to act as an Arbitrator as well as a statement that the prospective Arbitrator does not have any conflict of interest in a dispute where they are considered for appointment. An Arbitrator shall also agree to the fee rates and billing and other policies of ICCMCA, confirm their availability during the projected timeframe of the proceedings, and confirm that they are sufficiently capable with information technology to perform their role.

(b) Tribunals comprise of one or three Arbitrators. If the Parties have not stipulated a number of Arbitrators, there shall generally be one Arbitrator. In the case of a three member Tribunal, ICCMCA will appoint a Chairman who will not be a Party nominee unless a different procedure has been specified by the parties.

(c) ICCMCA gives due regard to any Party nominations of Arbitrators if the Arbitration Agreement calls for such nominations, however ICCMCA is the final appointing authority. ICCMCA may consider the nature of the dispute, the facts of the case, the location and languages of the Parties and the proceedings and any other relevant factors when deciding whether or not to appoint a Party nominated Arbitrator.

Counterclaims

Article 7

(a) The Respondent shall have 10 days from the deadline for submitting the Answer to serve a detailed Counterclaim. If a Tribunal has been appointed, a copy will be simultaneously submitted to the Tribunal by the Respondent. The procedure for submitting a Counterclaim is the same as for submitting a Claim, however it is not required to duplicate information already presented in the Claim.

(b) The time for submitting a Counterclaim may be extended by ICCMCA or

the Tribunal for good cause.

(c) Counterclaim proceedings shall be merged with Claim proceedings unless the Tribunal or ICCMCA find compelling cause to do otherwise.

Amending or Supplementing a Submission

Article 8

Parties shall generally be permitted to amend or supplement a Submission until 7 days prior to the date of the initial Hearing set by the Tribunal. After such time the Tribunal shall have discretion to permit or bar amended Submissions in the interests of fairness and efficiency of the proceedings.

Replacing an Arbitrator

Article 9

(a) If an appointed Arbitrator resigns or becomes impaired in any way that precludes them from continuing as Arbitrator, ICCMCA may in its sole discretion revoke the appointment and appoint a replacement.

(b) ICCMCA may also revoke an appointment if an Arbitrator acts contrary to any applicable rules, displays bias, causes unjustified delay or expense, is determined to have given false information to ICCMCA concerning his qualifications, a conflict of interest arises or becomes apparent after appointment, or in any other circumstances where leaving the Arbitrator in place could compromise the integrity of the proceedings.

(c) Parties have the right to challenge an Arbitrator for any of the reasons enumerated above by a motion to ICCMCA detailing the reasons for the objection. A motioning Party shall raise their objection within 10 days of receiving notice of the appointment of the Tribunal, or later on becoming aware of the basis for the objection. Failure to raise a timely objection may be grounds to deny the motion.

Conduct of Proceedings

Article 10

(a) Each Party shall have a fair opportunity to present their case.

(b) The Tribunal shall, at or about the time of the initial hearing, provide a tentative timeline for reaching its Decision to the Parties and ICCMCA. The Tribunal shall provide monthly updates to the Parties and ICCMCA until it has rendered its Decision. If the Tribunal has a Chairman, that person shall ensure the updates are provided.

(c) The Tribunal has authority to determine any procedural matter not governed by the rules applying in the proceedings. Unless otherwise agreed,

in all cases administered by ICCMCA these Rules and the IBA Rules of Evidence apply.

(d) If the Tribunal has a Chairman, that person will have the deciding vote to resolve any question of procedure as may arise among the Arbitrators. If a Tribunal with a Chairman is unable to reach a consensus or majority decision on any point, the decision of the Chairman will take precedence.

(e) If an Arbitrator on a three member Tribunal fails to adequately participate in the proceedings, the other two Arbitrators have the right to give notice to ICCMCA, the Parties and the third Arbitrator. After giving such notice the proceedings may continue to include reaching a decision and making an Award, regardless of the absence of the third Arbitrator.

(f) Proceedings shall be conducted in an impartial, expeditious, and cost effective manner.

Article 11

(a) The decision of the Tribunal shall be rendered not later than six months after the case has been assigned to the Tribunal, and otherwise as quickly as practicable.

(b) ICCMCA may, in exceptional circumstances, grant a time extension after consultation with the Tribunal. If ICCMCA removes an Arbitrator, upon appointing a replacement it will set a new deadline for rendering the Decision.

Location and Seat of the Arbitration

Article 12

The location and seat of the proceedings shall be determined by ICCMCA at the time of appointing the Tribunal, taking due notice of the wishes of the Parties, the nature of the dispute, convenience and efficiency.

Language of the Arbitration

Article 13

The language of the proceedings shall be determined by ICCMCA at the time of appointing the Tribunal, taking due notice of the wishes of the Parties, the nature of the dispute, convenience and efficiency. The Tribunal may allow the use of another language or languages in the proceedings provided doing so does not prejudice the interests of the Parties.

Representatives

Article 14

A Party may designate a lawyer or a non-lawyer to represent them in the proceedings.

Failure of a Party to Comply

Article 15

If a Party unjustifiably fails to attend a hearing or otherwise does not comply with the instructions of the Tribunal, the non-compliance will not prevent the Tribunal from continuing the proceedings or rendering its Decision and if applicable Award.

Interim Relief

Article 16

(a) Any Party may apply to the Tribunal for an injunction or other interim measure applying to the subject matter of the dispute. Upon granting such a request the Tribunal may order the moving Party to post security to indemnify the Party who is subject to the interim measure against costs or damages resulting from the interim measure.

(b) Nothing in these Rules shall prevent any court or other judicial authority from granting an interim measure applying to the subject matter of the dispute either before or during the proceedings, or any Party from moving for such a measure.

Exclusive Jurisdiction

Article 17

By agreeing to submit to ICCMCA arbitration and not raising a timely objection, the Parties are deemed to accept the exclusive jurisdiction of the Tribunal and will not resort to any other court or judicial authority concerning the subject matter of the proceedings or proper jurisdiction thereof without the approval of the Tribunal or ICCMCA except as otherwise provided in these Rules.

Settlement

Article 18

If during the course of the proceedings the Parties reach a settlement of the dispute, the Tribunal may affirm the terms in the form of an Award.

Partial Award

Article 19

The Tribunal may render a partial Award on a severable Claim or Counterclaim if several have been made. The Tribunal may also render a partial Award on any part of any Claim or Counterclaim conceded by a Party.

Delivering a Decision and Rendering an Award

Article 20

(a) If there is a Decision and an Award, they will be delivered by the Tribunal together to the Parties and ICCMCA. If there is a Decision without an Award, the Decision may be transmitted electronically. The reasoning for the Decision will be given in summary, and a dissenting opinion of an Arbitrator if any shall be included.

(b) The Tribunal will deliver a physical, hand signed copy of an Award to the Parties and ICCMCA. The Award will state the date and place where the Award was made. If an Arbitrator's signature is missing from an Award, the Award shall state the reason for the absence.

Article 21

(a) The Tribunal has the right to and generally will include in an Award the costs of the Arbitration (the Arbitration Fee and additional arbitration costs if any) incurred by the prevailing Party.

(b) The Tribunal may also in its discretion award reasonable legal fees incurred by the prevailing Party in the Arbitration if it determines that the other Party had no good faith grounds to believe their Claim or Counterclaim could succeed.

Interpretation of an Award, Correction of an Award and Additional Awards

Article 22

(a) A Party may request that the Tribunal correct any typographical, computational or similar errors in an Award. Such request must be delivered to ICCMCA and the Tribunal not later than 14 days after the moving Party received the copy of the Award.

(b) If the Tribunal approves a motion to correct an Award, the Award shall be corrected and reissued promptly.

(c) The Tribunal may on its own initiative correct an error in the Award within 14 days of rendering its Decision, provided all of the Parties are given notice and allowed 14 days to request a hearing regarding the intended correction.

(d) A Party may, within 14 days of receiving a copy of an Award, apply to ICCMCA for an additional Award based on a Claim or Counterclaim asserted in the proceedings but not addressed by the Decision or the Award. If the Tribunal finds the motion justified, it shall through ICCMCA notify the Parties of a hearing on the motion giving at least 14 days notice of the time and place of the hearing, unless the Parties and the Tribunal unanimously agree on a shorter period.

Archive

Article 23

(a) ICCMCA shall arrange to retain at least an administrative summary of the proceeding and a copy of the decision and Award if any on file for at least ten years. The contents of such file shall be kept confidential and may only be disclosed to the Parties or the members of the Tribunal.

(b) At the conclusion of a proceeding the Tribunal shall deliver all documentation in their possession concerning the proceeding to ICCMCA. ICCMCA may file any information deemed significant for archival purposes and destroy or delete all other documentation without delay.

Arbitration Fee

Article 24

The non-refundable Arbitration Fee is due upon submitting a Claim and is calculated according to the Fee Schedule. The Arbitration Fee is estimated by ICCMCA to be sufficient to cover all of the costs of ICCMCA and the Tribunal in routine proceedings.

Deposit

Article 25

(a) If due to the complexity of the case, need to consult outside experts or other relevant factors it appears that the Arbitration Fee will not be sufficient to cover the costs of the proceedings, ICCMCA or the Tribunal may direct each party to make an equal contribution to a deposit to cover the Arbitrator fees and other costs. Deposits shall be held in an account designated by ICCMCA. If appropriate the Tribunal may instruct the payment of additional deposits during the course of the proceedings.

(b) If a required deposit is not paid within 14 days of the receipt of the request, the Tribunal shall inform the Parties so that one of them may make the payment. If the payment is not made, the Tribunal may suspend or terminate the proceedings.

(c) ICCMCA will hold any amount paid as a deposit, and has the right to disburse amounts to the Tribunal, any experts appointed by the Tribunal and

ICCMCA itself during the course of the proceedings. After a Decision has been rendered, the Tribunal shall account to the Parties and ICCMCA and any unused amount shall be returned to the Parties.