TAC

Ticino
Arbitration
Centre

# ARBITRATION RULES

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# PREAMBLE

These Arbitration Rules establish the procedural framework for arbitration proceedings administered by the Ticino Arbitration Centre (the "Centre"). They define the role of the Centre, the powers and duties of arbitral tribunals, and the procedural rights and obligations of the parties.

These Rules are designed to provide a neutral, efficient, proportionate, technologically capable, and internationally compatible mechanism for the resolution of disputes through arbitration. They aim to ensure equality of the parties, a reasonable opportunity for each party to present its case, the integrity and enforceability of the proceedings, and the efficient use of time and cost while preserving the flexibility inherent in international arbitration.

The Centre administers arbitrations and protects the lawful, secure, and proper operation of its institutional processes. Arbitral tribunals remain independent and determine jurisdiction, procedure, evidence, the merits, relief, and costs within the powers conferred on them by the arbitration agreement, these Rules, and applicable law.

By agreeing to arbitration administered by the Centre under these Rules, the parties accept the institutional administration of the arbitration in accordance with the version of these Rules applicable under Article 68, subject always to the arbitration agreement and applicable mandatory law.

# SECTION I – GENERAL PROVISIONS

## Article 1 – Scope of Application

**1.1** These Rules apply where the parties have agreed that a dispute shall be referred to arbitration administered by the Centre under the TAC Arbitration Rules.

**1.2** The parties may agree to submit a dispute to arbitration under these Rules before or after the dispute has arisen.

**1.3** The formation, existence, validity, scope, and enforceability of the arbitration agreement shall be determined in accordance with applicable law. Nothing in these Rules shall, by itself, create an arbitration agreement where no such agreement exists under applicable law.

**1.4** The Centre shall administer an arbitration only in accordance with the arbitration agreement, these Rules, any applicable Supplementary Rules expressly agreed by the parties, the Schedule of Fees, and applicable mandatory law.

## Article 2 – Definitions

**2.1** "Centre" means the Ticino Arbitration Centre.

**2.2** "Registry" means the Registry of the Centre, which is responsible for the day-to-day administration of arbitrations on behalf of the Centre.

**2.3** "Tribunal" means the arbitral tribunal constituted in accordance with these Rules, whether composed of a sole arbitrator or three arbitrators.

**2.4** "Award" means any final, partial, interim, consent, or additional award rendered by the Tribunal.

**2.5** "Party" includes a claimant, a respondent, and any additional party joined to the arbitration.

**2.6** "Case File" means the official electronic record maintained by the Centre under Article 66.

**2.7** "Schedule of Fees" means the TAC Schedule of Fees in force on the date of commencement of the arbitration.

**2.8** "Supplementary Rules" means any TAC Supplementary Rules expressly agreed by the parties in accordance with Article 69.

**2.9** A reference to writing or a written communication includes an electronic communication, electronic signature, or electronic record capable of being retained and reproduced.

**2.10** "Business Day" means a day other than a Saturday, Sunday, or official public holiday at the place of the Centre.

## Article 3 – Time Limits

**3.1** Unless otherwise stated, a period expressed in days shall be calculated in calendar days. The day on which the relevant event occurs shall not be counted.

**3.2** A time limit shall expire at 23:59 in the time zone of the place of the Centre on its final day.

**3.3** If the final day of a time limit is not a Business Day, the time limit shall expire at 23:59 on the next Business Day.

**3.4** A period expressed in hours shall run continuously from the event that triggers it, unless the Centre or the Tribunal determines otherwise.

**3.5** Before the constitution of the Tribunal, the Centre may extend, shorten, suspend, or otherwise adjust any time limit under these Rules. After the constitution of the Tribunal, the Tribunal may do so in relation to the conduct of the proceedings, and the Centre may do so in relation to matters entrusted to it. A time limit may be adjusted after it has expired where the circumstances justify that course.

**3.6** Any adjustment of a time limit remains subject to the arbitration agreement and applicable mandatory law.

## Article 4 – Decisions and Administrative Authority of the Centre

**4.1** The Centre may act through the Registry or through any person authorised to act on its behalf.

**4.2** Every decision of the Centre under these Rules shall be made in writing. A decision may consist of a written notice stating the operative determination.

**4.3** Decisions of the Centre are final for the purposes of the administration of the arbitration, are not subject to review by the Tribunal, and need not state reasons.

**4.4** Before making a decision, the Centre may invite any party, proposed additional party, arbitrator, or other relevant person to submit comments within a time limit fixed by the Centre. The Centre may decide in the absence of any requested comments.

**4.5** Routine communications, technical directions, requests for information, and case-management instructions issued by the Registry do not constitute separate decisions of the Centre unless they state otherwise.

**4.6** Nothing in this Article limits any authority of a competent court under applicable mandatory law.

## Article 5 – Sanctions and Mandatory Restrictions

**5.1** The Centre, the Tribunal, the parties, and all participants in the arbitration shall act consistently with sanctions, asset-freezing measures, reporting duties, and other mandatory restrictions applicable to them or to the administration of the arbitration.

**5.2** Each party shall promptly disclose to the Centre and, after its constitution, to the Tribunal any circumstance of which it is aware indicating that the party, its representative, a disclosed third-party

funder, a person making a payment in connection with the arbitration, or any relevant owner or controller is subject to a restriction that may materially affect the administration, funding, representation, conduct, relief, performance, or enforcement of the arbitration.

**5.3** The Centre may require any information, document, identification record, ownership or control information, payment-source information, licence, authorisation, or legal confirmation that it considers necessary for compliance purposes.

**5.4** Where the Centre considers it necessary or appropriate to comply with applicable mandatory restrictions or to protect the lawful administration of the arbitration, it may:

(a) decline, defer, segregate, return, or require an alternative route for any payment;

(b) defer or condition any appointment, confirmation, transmission, access permission, certification, or other administrative step;

(c) require a licence, authorisation, replacement funder, replacement paying party, or other lawful arrangement;

(d) restrict the participation or platform access of a person to the extent required by applicable law;

(e) suspend, decline, or terminate the administration of the arbitration where lawful administration is not reasonably possible; or

(f) make any report or disclosure required or permitted by applicable mandatory law.

**5.5** After its constitution, the Tribunal shall determine any procedural or adjudicative consequence of a restriction, including any stay, adjustment of the timetable, issue concerning representation or funding, effect on relief or performance, or consequence in the allocation of costs.

**5.6** The fact that a party or funder is subject to a restriction shall not, by itself, constitute an admission, determine the merits, or require dismissal of a claim or defence. The proceedings shall continue to the extent that they may lawfully and fairly continue.

**5.7** The Centre may withhold information concerning its compliance assessment where disclosure is prohibited, restricted, or reasonably considered incompatible with legal, regulatory, security, or institutional obligations.

## SECTION II – COMMENCEMENT, CLAIMS, AND MULTIPLE PROCEEDINGS

### Article 6 – Request for Arbitration and Commencement

**6.1** A party commencing arbitration shall submit a Request for Arbitration to the Registry by electronic means.

**6.2** The arbitration shall commence on the date on which both of the following have been received by the Registry:

(a) a Request that satisfies the minimum requirements of Article 6.4, subject to any determination by the Centre that a non-material deficiency may be corrected later; and

(b) the applicable administrative fee or other amount required by the Centre for commencement under the Schedule of Fees, received in cleared funds.

**6.3** The Registry shall confirm the date of commencement and shall arrange for notification of the Respondent and for the Request and supporting documents to be made available or served in accordance with Article 24.

**6.4** The Request shall contain:

(a) the names, legal status where relevant, and contact details of the parties and their known representatives;

(b) a concise statement of the facts and legal basis of each claim;

(c) the relief sought, including the amount and currency of each monetary claim and a reasonable estimate of the value of each non-monetary claim;

(d) the contract, legal relationship, and arbitration agreement relied upon for each claim;

(e) any relevant information concerning multiple parties, multiple contracts, related proceedings, third-party funding, or restrictions under Article 5;

(f) any proposal concerning the number, qualifications, or appointment of arbitrators;

(g) any agreement or proposal concerning the seat and language of the arbitration; and

(h) any other information required by the Centre for commencement or administration.

**6.5** The Centre may require the Claimant to correct or complete the Request within a time limit fixed by the Centre. If the Claimant does not comply, the Centre may decline to commence the arbitration or may administratively close the file.

**6.6** Unless the parties agree otherwise, the Claimant shall submit its Statement of Claim within thirty (30) days from commencement or within another time limit fixed by the Centre before the constitution of the Tribunal or by the Tribunal thereafter.

**6.7** The Request may serve as the Statement of Claim if it contains the information and supporting material required for that purpose and the Claimant so states.

## Article 7 – Limitation Periods

**7.1** For the purposes of these Rules, the arbitration commences on the date determined under Article 6.2.

**7.2** The effect of commencement on any limitation, prescription, or time-bar period shall be determined in accordance with applicable law.

**7.3** The Tribunal may determine any issue relating to limitation, prescription, or time bar as a preliminary issue under Article 43.

## Article 8 – Response, Counterclaims, and Set-Off

**8.1** The Respondent shall submit a Response within twenty-one (21) days from service of the Request or, where Article 24.12 applies, from the effective date of the initial notice determined under that Article.

**8.2** The Response shall contain:

(a) the Respondent's names and contact details and those of its representatives;

(b) a concise response to the claims and relief sought;

(c) every jurisdictional objection then available to the Respondent;

(d) any counterclaim or set-off, together with its factual and legal basis, relief sought, amount, currency, and the arbitration agreement relied upon;

(e) any proposal concerning the number, qualifications, or appointment of arbitrators;

(f) any agreement or proposal concerning the seat and language of the arbitration; and

(g) any material information concerning third-party funding or restrictions under Article 5.

**8.3** A jurisdictional objection shall be made in the Response. An objection based on a circumstance that arose or became known later shall be made promptly after the party became aware of that circumstance.

**8.4** A purely defensive set-off asserted only up to the amount claimed shall not increase the amount in dispute. A request for payment of any excess or for independent relief shall be treated as a counterclaim.

**8.5** The Claimant may respond to any counterclaim or set-off within a time limit fixed by the Centre before the constitution of the Tribunal or by the Tribunal thereafter.

**8.6** The failure to submit a Response shall not prevent the arbitration from proceeding and shall not constitute an admission of jurisdiction, liability, fact, or relief.

## Article 9 – Prima Facie Review

**9.1** Upon receipt of the Request, the Centre shall conduct a prima facie review of the arbitration agreement and of any basis relied upon for the inclusion of a party, contract, or claim.

**9.2** If the Centre determines that an arbitration agreement may exist and may prima facie apply, the arbitration shall proceed without prejudice to the Tribunal's power to rule on its jurisdiction.

**9.3** An objection concerning the existence, authenticity, attribution, formation, validity, enforceability, or scope of an arbitration agreement, or the authority of any person alleged to have concluded or assented to it, shall not prevent the arbitration from proceeding where the Centre finds that the prima facie threshold is satisfied.

**9.4** If the Centre determines that no arbitration agreement may prima facie exist or apply, it may decline administration in whole or in part.

**9.5** A party that participates in the arbitration without making a jurisdictional objection within the time required by Article 8.3 shall, to the extent permitted by applicable law, be deemed to have waived that objection and to have accepted the jurisdiction of the Tribunal for the purposes of the arbitration.

**9.6** Non-participation or failure to submit a Response shall not, by itself, constitute consent to arbitration. The Tribunal shall independently determine its jurisdiction where a party does not participate.

## Article 10 – Submissions to the Centre

**10.1** Before making a decision on a matter entrusted to it, the Centre may invite submissions from the parties or any other person affected by the decision within a time limit it considers appropriate.

**10.2** The Centre may determine the matter on the basis of the available record, including where a person does not submit comments within the time allowed.

**10.3** Submissions to the Centre shall be concise and limited to the matter on which comments were invited, unless the Centre permits otherwise.

## Article 11 – Amendment of Claims, Defences, and Relief

**11.1** Before the constitution of the Tribunal, a party may submit an amendment to a claim, defence, counterclaim, set-off, or request for relief to the Centre. The Centre may require additional information, fees, or advances and shall transmit the amendment without deciding its final admissibility.

**11.2** After the constitution of the Tribunal, a party may amend or supplement a claim, defence, counterclaim, set-off, or request for relief only with the permission of the Tribunal, except for a correction, clarification, or reduction that does not materially expand the dispute.

**11.3** In deciding whether to permit an amendment, the Tribunal shall consider all relevant circumstances, including:

(a) the time and reasons for the proposed amendment;
(b) whether the matter could reasonably have been raised earlier;
(c) jurisdiction and the applicable arbitration agreement;

(d) the effect on the timetable and any need to repeat procedural steps;

(e) prejudice to another party;

(f) procedural proportionality; and

(g) whether any prejudice can be addressed through costs or a limited procedural adjustment.

**11.4** The Tribunal may refuse a late, repetitive, tactical, or disproportionately burdensome amendment.

**11.5** Any permitted amendment may result in a revised amount in dispute, additional advances, or another fee determination by the Centre.

## Article 12 – Multi-Contract Arbitration

**12.1** Claims arising out of or in connection with more than one contract may be submitted in a single arbitration where the arbitration agreements are compatible and the claims are sufficiently connected.

**12.2** In determining whether claims may proceed in a single arbitration, the Centre before the constitution of the Tribunal, and the Tribunal thereafter in relation to jurisdiction and procedure, may consider:

(a) whether the contracts form part of the same transaction or a series of related transactions;

(b) the relationship among the claims, contracts, and parties;

(c) whether each arbitration agreement may prima facie apply to the relevant claim;

(d) the compatibility of the seat, language, number of arbitrators, appointment method, and other procedural terms; and

(e) procedural fairness and efficiency.

**12.3** A decision that claims may proceed in a single arbitration is without prejudice to the Tribunal's power to determine jurisdiction separately in respect of any claim, contract, or party.

**12.4** The Tribunal may later separate claims where necessary for jurisdiction, fairness, or efficient conduct.

## Article 13 – Consolidation of Arbitrations

**13.1** A party may request the consolidation of two or more arbitrations pending under these Rules by submitting an application to the Centre and paying the non-refundable Consolidation Application Fee stated in the Schedule of Fees.

**13.2** The application shall identify the arbitrations, the parties, the arbitration agreements, the grounds for consolidation, the constitution and stage of each Tribunal, and the procedural and financial consequences proposed by the applicant.

**13.3** The Centre may consolidate the arbitrations where:

(a) all parties agree;

(b) all claims are made under the same arbitration agreement; or

(c) the claims are made under compatible arbitration agreements and arise out of the same legal relationship, the same transaction, or a series of related transactions.

**13.4** In deciding the application, the Centre may consider all relevant circumstances, including the commonality of facts or law, the stage of each arbitration, the constitution of each Tribunal, the seat and language, procedural efficiency, prejudice, and the interests of equal treatment.

**13.5** The Centre shall determine which arbitration shall continue as the consolidated arbitration and may give any administrative direction necessary to integrate the Case Files, advances, procedural records, and timetables.

**13.6** For the purpose of preserving equality and the proper constitution of the Tribunal, the Centre may maintain, revoke, replace, or reconstitute any appointment or confirmation and may appoint the entire Tribunal. To the extent necessary to give effect to consolidation, the parties shall be deemed to have waived any inconsistent right to nominate an arbitrator.

**13.7** Procedural acts taken before consolidation shall remain valid unless the continuing or reconstituted Tribunal determines, after consulting the parties, that a particular act should be repeated, varied, or disregarded.

**13.8** The Centre may determine additional advances, fees, and costs resulting from the consolidation.

## Article 14 – Joinder of Additional Parties

**14.1** A party or proposed additional party may request joinder by submitting an application and paying the non-refundable Joinder Application Fee stated in the Schedule of Fees.

**14.2** An additional party may be joined where an arbitration agreement may prima facie bind that party and the joinder is consistent with procedural fairness and the efficient conduct of the arbitration.

**14.3** Before the constitution of the Tribunal, the Centre shall decide the request. After the constitution of the Tribunal, including in respect of a request then pending, joinder may be granted only by the Tribunal.

**14.4** The parties and the proposed additional party shall have a reasonable opportunity to comment, including on jurisdiction, the prima facie application of the arbitration agreement, the constitution of the Tribunal, confidentiality, access to prior materials, claims to be made by or against the proposed party, and the timetable.

**14.5** In deciding a request, the Centre or the Tribunal may consider all relevant circumstances, including the stage of the proceedings, prejudice, confidentiality, the efficient conduct of the arbitration, and the effect of joinder on the constitution of the Tribunal.

**14.6** A decision permitting joinder is without prejudice to the Tribunal's final determination of jurisdiction. Upon joinder, the additional party shall be treated as a Party and may assert any available jurisdictional objection, claim, counterclaim, or defence within the time directed.

**14.7** Where joinder affects the equality of the parties in the constitution of the Tribunal, the Centre may maintain, revoke, replace, or reconstitute any appointment or confirmation and may appoint the entire Tribunal. The joined party shall not have an automatic right to require a new Tribunal, but its ability to participate in the constitution of the Tribunal shall be a material consideration.

**14.8** The Centre before the constitution of the Tribunal, and the Tribunal thereafter, may determine the extent of the joined party's access to earlier materials and may impose any confidentiality or procedural condition necessary to preserve fairness.

**14.9** Administrative steps taken by the Centre in relation to the request before constitution shall remain valid and form part of the record.

**14.10** The Centre may determine additional advances, fees, and costs arising from the joinder.

## Article 15 – Coordinated Proceedings

**15.1** Where two or more arbitrations administered by the Centre are related but are not consolidated, the Centre may facilitate, and any Tribunal may after consulting the parties direct, the coordination of procedural timetables, submissions, document-production phases, expert arrangements, hearing logistics, or other common procedural matters.

**15.2** Where the same Tribunal is constituted in the related arbitrations, it may direct a joint hearing after consulting the parties if that course is fair, proportionate, and efficient.

**15.3** Where different Tribunals are constituted, a joint hearing may be conducted only with the agreement of all affected parties and all relevant Tribunals.

**15.4** Coordination shall not consolidate the arbitrations. Each arbitration shall retain a separate Case File, procedural identity, and Award.

**15.5** No evidence, submission, confidential information, or access right shall pass from one arbitration to another without the consent of the affected parties or another lawful basis under these Rules.

**15.6** A Tribunal may terminate or modify coordination where it no longer promotes efficiency or may prejudice fairness, confidentiality, or the independent determination of the arbitration.

## SECTION III – CONSTITUTION OF THE ARBITRAL TRIBUNAL

### Article 16 – Number of Arbitrators

**16.1** The Tribunal shall consist of the number of arbitrators expressly agreed by the parties.

**16.2** In the absence of an express agreement, the dispute shall normally be decided by a sole arbitrator. The Centre may determine that a three-member Tribunal is appropriate having regard to the value, complexity, urgency, number of parties, nature of the dispute, or any other relevant circumstance.

**16.3** A general reference to these Rules does not constitute a separate agreement on the number of arbitrators.

**16.4** The determination of the number of arbitrators shall be coordinated with Article 45 where the Expedited Procedure applies.

### Article 17 – Appointment and Confirmation of Arbitrators

**17.1** Where a sole arbitrator is to be appointed, the parties may jointly nominate the arbitrator within fifteen (15) days from the invitation of the Centre. In the absence of a joint nomination, the Centre shall appoint the sole arbitrator.

**17.2** Where a three-member Tribunal is to be appointed, each side shall nominate one arbitrator within fifteen (15) days from the invitation of the Centre. The two party-nominated arbitrators shall seek to nominate the presiding arbitrator within fifteen (15) days from the confirmation of the second arbitrator. Failing a timely nomination, the Centre shall make the relevant appointment.

**17.3** Where there are multiple claimants or multiple respondents, the claimants shall jointly nominate one arbitrator and the respondents shall jointly nominate one arbitrator within the time fixed by the Centre. If parties on the same side do not make a joint nomination, or if the Centre determines that their interests are not sufficiently aligned, the Centre may appoint the entire Tribunal.

**17.4** Before confirmation or appointment, every proposed arbitrator shall submit a written statement concerning independence, impartiality, availability, qualifications, and the ability to conduct the arbitration diligently and within the applicable time limits.

**17.5** The Centre may disclose relevant information concerning a proposed arbitrator to the parties and may invite comments within a time limit it fixes.

**17.6** No party nomination shall take effect unless and until confirmed by the Centre. The Centre may confirm or decline to confirm a nominee, request further information, or appoint another arbitrator.

**17.7** In making an appointment or confirmation, the Centre may consider the nature and circumstances of the dispute, the arbitration agreement, the seat and language, the qualifications, nationality where relevant, independence, impartiality, availability, efficiency, and any other circumstance it considers relevant.

**17.8** The Tribunal is constituted when all arbitrators have been confirmed or appointed and the Registry has notified the parties of the constitution.

## Article 18 – Independence, Impartiality, and Availability

**18.1** Every arbitrator shall remain independent and impartial throughout the arbitration.

**18.2** An arbitrator shall disclose without delay any circumstance that may give rise to justifiable doubts as to independence or impartiality, or may materially affect availability or the ability to perform the arbitral functions diligently.

**18.3** An arbitrator's duty of disclosure is continuing and is not discharged by confirmation or appointment.

**18.4** Acceptance of appointment constitutes an undertaking to devote sufficient time to the fair, efficient, and expeditious conduct of the arbitration and to comply with these Rules and any applicable appointment terms.

## Article 19 – Challenge of Arbitrators

**19.1** A party may challenge an arbitrator within fifteen (15) days after becoming aware of the appointment or of the circumstance on which the challenge is based.

**19.2** The challenge shall be submitted in writing to the Centre, shall state the facts and grounds relied upon, and shall be accompanied by the Challenge Fee stated in the Schedule of Fees.

**19.3** The Centre may invite comments from the other parties, the challenged arbitrator, and the other members of the Tribunal.

**19.4** A challenge shall not automatically suspend the arbitration. The Centre before constitution, and the Tribunal after constitution in relation to procedural steps, may determine any temporary arrangement considered necessary.

**19.5** The Centre shall decide the challenge in writing. If the challenge is upheld, the Challenge Fee shall be refunded in accordance with the Schedule of Fees.

**19.6** A party that does not challenge an arbitrator within the applicable period shall be deemed to have waived the challenge based on the known circumstance, to the extent permitted by applicable law.

## Article 20 – Removal, Replacement, and Truncated Tribunal

**20.1** The Centre may remove an arbitrator who resigns, becomes unable to perform the arbitral functions, fails to act, causes persistent or unjustified delay, does not comply with duties under these Rules, or is successfully challenged.

**20.2** Before removing an arbitrator other than upon an accepted resignation or a successful challenge, the Centre shall give the arbitrator, the parties, and the other members of the Tribunal a reasonable opportunity to comment. Where immediate temporary action is necessary to prevent serious disruption, the Centre may act first and provide an opportunity to comment promptly thereafter.

**20.3** A replacement shall normally be appointed in accordance with the procedure applicable to the original appointment. The Centre may adopt another appointment method where necessary to preserve equality, independence, efficiency, or the proper conduct of the arbitration.

**20.4** Procedural acts taken before replacement shall remain valid. After consulting the parties, the reconstituted Tribunal shall determine whether any hearing, submission, decision, or other step should be repeated or varied.

**20.5** In exceptional circumstances, ordinarily after the principal hearing has concluded, the Centre may authorise the remaining two members of a three-member Tribunal to continue the arbitration where replacement would cause disproportionate delay, threaten the completion of the proceedings, or otherwise be incompatible with the proper administration of the arbitration.

**20.6** Before a determination under Article 20.5, the parties and the remaining arbitrators shall have an opportunity to comment. If authorised to continue, the remaining Tribunal shall issue a brief reasoned procedural order identifying any measure necessary to preserve fairness and the right to be heard.

**20.7** The Centre shall determine any fee, expense, or financial consequence arising from removal, resignation, replacement, or continuation by a truncated Tribunal.

## SECTION IV – EMERGENCY AND INTERIM MEASURES

### Article 21 – Emergency Arbitrator

**21.1** A party requiring urgent interim or conservatory relief before the constitution of the Tribunal may apply to the Centre for the appointment of an Emergency Arbitrator.

**21.2** The application shall contain:

(a) the names and contact details of the parties and their representatives;
(b) the arbitration agreement and any relevant agreement on seat or language;
(c) a concise description of the dispute;
(d) the urgent relief requested;
(e) the reasons why the relief cannot await constitution of the Tribunal;
(f) the factual and legal grounds relied upon;
(g) any relevant information under Article 5; and
(h) supporting documents and proof of payment of the Emergency Arbitrator Application Fee and the Emergency Arbitrator Fee stated in the Schedule of Fees.

**21.3** The Centre shall determine whether the application is complete and whether the Emergency Arbitrator procedure is prima facie available. The procedure is available only before the Tribunal is constituted.

**21.4** The Centre shall appoint the Emergency Arbitrator within twenty-four (24) hours after receipt of a complete application and the required payments.

**21.5** The Emergency Arbitrator shall disclose any circumstance relevant to independence, impartiality, availability, or the ability to act with the required urgency.

**21.6** A challenge to the Emergency Arbitrator shall be made within forty-eight (48) hours after notification of the appointment or after the challenging party became aware of the relevant circumstance, whichever is later, and shall be accompanied by the Challenge Fee stated in the Schedule of Fees. The Centre shall decide the challenge after any comments it considers appropriate. If the challenge is upheld, the Challenge Fee shall be refunded in accordance with the Schedule of Fees.

**21.7** If the parties have agreed on the seat, that seat shall apply to the emergency proceeding. In the absence of agreement, the Centre shall determine a seat for the emergency proceeding without prejudice to the later determination of the seat of the arbitration.

**21.8** The Emergency Arbitrator shall establish a procedure appropriate to the urgency and circumstances of the application. The procedure may include very short deadlines, limited submissions, a remote hearing, restricted evidence, conditions, undertakings, or any other fair and proportionate measure. Each affected party shall have a reasonable opportunity to present its position.

**21.9** The Emergency Arbitrator may order any interim or conservatory measure considered appropriate, including preservation of assets or evidence, maintenance or restoration of the status quo, suspension of a transaction or action, or security as a condition of relief.

**21.10** The Emergency Arbitrator shall make every reasonable effort to issue a written and reasoned order or decision within ten (10) days after transmission of the file. The Centre may extend that period in exceptional circumstances.

**21.11** Where urgency requires, the Emergency Arbitrator may first issue a concise operative order and provide reasons as soon as reasonably practicable thereafter.

**21.12** The order or decision shall be binding on the parties when issued. It shall not bind the Tribunal as to jurisdiction, admissibility, the merits, or the final allocation of costs. After constitution, the Tribunal may confirm, modify, suspend, or revoke the measure.

**21.13** The Emergency Arbitrator shall determine the costs of the emergency proceeding, subject to the amounts fixed by the Centre. The Tribunal may reallocate those costs in an Award.

**21.14** An emergency measure shall cease to bind the parties if the Request is not filed within ten (10) days after the measure is issued, unless the Emergency Arbitrator or the Centre extends that period. It shall also cease upon termination of the arbitration, final disposition by the Tribunal, or another determination made under the measure.

**21.15** The Emergency Arbitrator shall not serve as an arbitrator in the same dispute unless all parties expressly agree otherwise.

**21.16** An application to a competent court for urgent relief does not waive the arbitration agreement or the Emergency Arbitrator procedure.

## Article 22 – Interim Measures

**22.1** At the request of a party, the Tribunal may order any interim or conservatory measure it considers appropriate.

**22.2** In determining whether to grant a measure, the Tribunal may consider all relevant circumstances, including:

(a) the prima facie basis of the requesting party's case;
(b) the risk of serious or irreparable harm;
(c) the balance of harm;
(d) urgency;
(e) proportionality;
(f) the effect of any applicable restriction under Article 5; and
(g) the practical enforceability of the measure.

**22.3** The Tribunal may require security, impose conditions, set a duration, or modify, suspend, or revoke a measure.

**22.4** An interim measure may be made in a procedural order or an Award, having regard to its nature and applicable law.

**22.5** A party may apply to a competent court for interim or conservatory relief without waiving the arbitration agreement.

## SECTION V – COMMUNICATIONS AND CONDUCT OF THE PROCEEDINGS

### Article 23 – Representation of Parties

**23.1** A party may be represented or assisted by legal counsel or another representative of its choice by written notice to the Centre and, after constitution, to the Tribunal.

**23.2** Before constitution, the Centre may require evidence of authority where reasonably necessary for service, platform access, sanctions review, Case File administration, or institutional integrity. After constitution, the Tribunal may require evidence of authority for the conduct of the proceedings.

**23.3** No particular form of authority is required unless the Centre or the Tribunal determines otherwise.

**23.4** A party shall promptly notify the Centre and the Tribunal of any change, withdrawal, or replacement of a representative.

**23.5** The Tribunal may take any proportionate measure necessary to address a representation issue that may affect conflicts of interest, fairness, integrity, or the orderly conduct of the arbitration.

**23.6** A change of representation made for the principal purpose of creating a conflict, delaying the proceedings, or obstructing the Tribunal may be addressed under Article 40.

### Article 24 – Communications and Electronic Identification

**24.1** By agreeing to arbitration under these Rules, the parties accept electronic communication and service as the primary method of communication and service in the arbitration.

**24.2** Communications and submissions shall be made electronically, except as permitted under Articles 24.3 and 24.12. Before constitution, the Centre may give administrative directions concerning the means of communication. After constitution, the Tribunal may give procedural directions concerning communications and may request that the Centre authorise an alternative method of service under Article 24.3. Authorisation of an alternative method of service remains within the Centre's administrative competence.

**24.3** The Centre's electronic case-management platform is the official and primary channel for communication and service in arbitrations administered under these Rules. In exceptional circumstances, the Centre may authorise an alternative method of communication or service where it considers such a departure necessary or appropriate for the proper administration of the arbitration, provided that the method complies with applicable mandatory law. The authorisation shall be made in writing and shall specify its scope. Except where an alternative method has been authorised by the Centre, procedural documents shall be made available and served through the platform. Access to the relevant documents shall be granted before they are treated as served through the platform. An invitation solely to complete identification or registration shall not, by itself, constitute the granting of such access. An agreement between the parties shall not oblige the Centre to use an alternative method of communication or service. Where an incompatible requirement cannot be reconciled with administration under these Rules, the Centre may decline to administer the arbitration.

**24.4** Once the Centre has granted a party access to the relevant documents through its platform account, any document made available to that party through the account shall be deemed communicated, served,

and brought to its attention at the time it becomes available, irrespective of whether the party accesses, opens, reads, or acknowledges the document, or asserts that it was unaware of it.

**24.5** The platform record of upload and availability constitutes sufficient evidence of communication and service.

**24.6** The Centre may transmit administrative notices and other necessary procedural information outside the platform by an appropriate documented means, including initial notices under Article 24.12. Such communication shall not, by itself, constitute service of an underlying procedural document. Alternative service of a procedural document may be effected only where authorised by the Centre under Article 24.3.

**24.7** A party may not rely on a failure to receive or become aware of a communication where that failure results from its failure to maintain accurate contact details, to monitor the platform or a designated address, or from conduct intended to obstruct communication or service.

**24.8** The Centre may require appropriate electronic identification and verification measures for platform access, service, communication, certification, payment review, and administrative integrity. The Tribunal may require such measures for the conduct of the proceedings or verification of any participant.

**24.9** The Centre may issue a record certifying the date, method, address, upload, availability, or transmission of any communication.

**24.10** Electronic communications are binding for the purposes of the arbitration. Each party shall maintain current electronic contact details and shall promptly notify the Centre of any change.

**24.11** A communication addressed to the Tribunal shall be copied simultaneously to the other parties and the Centre, unless these Rules, the Tribunal, or the Centre expressly permit otherwise.

**24.12** Where the Respondent must complete identification or registration before obtaining access to the Request through the Centre's electronic case-management platform, the following provisions apply:

(a) The Centre shall give the Respondent an initial written notice by a documented means directed to an appropriate address or communication channel. The notice shall identify the Centre, the Claimant, the Respondent, and the case reference; briefly identify the relevant legal relationship or transaction, the arbitration agreement relied upon, the general nature of the dispute, and the category of relief sought, without reproducing contractual provisions or disclosing claim amounts, evidence, or unnecessary confidential information; state the applicable Response period and explain how its expiry date is determined; and provide instructions for obtaining access to the Request and supporting documents.

(b) The notice shall expressly state that failure or refusal to complete identification or registration does not, by itself, suspend or restart the Response period or prevent the constitution of the Tribunal, continuation of the arbitration, or making of an Award in accordance with these Rules. It shall also state that non-participation does not constitute an admission of jurisdiction, facts, liability, or relief.

(c) The initial notice shall take effect upon documented delivery to an appropriate address or communication channel of the Respondent. A documented refusal to accept delivery may have the same effect to the extent permitted by applicable law. The Centre shall determine the effective date for administrative purposes on the available record and communicate the resulting Response deadline. The notice shall not constitute service of the Request through the platform or the granting of platform access.

(d) Pending the granting of platform access, the Centre shall take appropriate documented steps to communicate material procedural notices necessary to preserve the Respondent's opportunity to

participate, including invitations concerning the constitution of the Tribunal and notices of hearings. Each notice shall identify the relevant procedural action and contain the information reasonably necessary for its purpose, including any applicable deadline or participation arrangements. A notice communicated under this paragraph shall take effect upon documented delivery for the procedural purpose expressly stated in it. A notice of constitution duly communicated under this paragraph constitutes notification for the purposes of Article 17.8. Such notices shall not, by themselves, constitute service of underlying procedural documents.

(e) Where service of a procedural document cannot be effected through the platform, the Centre may authorise an alternative method under Article 24.3, having regard to the nature of the document, confidentiality, reliability of delivery, and procedural fairness. A notice of a document's availability shall not, by itself, constitute service of that document where the Respondent has not been granted access. Where a party has not been granted platform access, the Centre shall determine a lawful and appropriate method of communicating the Award under Article 52.8 and shall authorise alternative service under Article 24.3 where necessary and legally permissible. Notice of the Award's availability alone shall not suffice.

(f) Where the Respondent is unable to obtain access for reasons not attributable to it, the Centre before constitution, or the Tribunal thereafter, shall adjust the affected time limit to the extent necessary to preserve a reasonable opportunity to respond. An incorrectly stated deadline shall be corrected promptly without prejudicing the Respondent's reasonable reliance on the communication.

(g) The initial notice shall not, by itself, constitute service of a Statement of Claim for the purposes of Article 45.4(b). Where the Request also serves as the Statement of Claim under Article 6.7 and the Respondent has not been granted platform access, the Centre before constitution, or the Tribunal thereafter, shall give an appropriate direction fixing a prospective deadline for the Statement of Defence under Articles 3.5 and 45.4. The direction shall be communicated in accordance with paragraph (d), taking account of the Respondent's reasonable opportunity to obtain access and any failure or refusal to do so.

(h) The notification and access safeguards in this Article shall apply correspondingly to a proposed additional party under Article 14, without automatically applying the Response period under Article 8.1 or displacing the procedural requirements of Article 14.

## Article 25 – Access to the Case File During the Proceedings

**25.1** The Centre shall administer and control access to the electronic platform throughout the arbitration. The platform shall provide the parties and the Tribunal with access to the procedural record, subject to these Rules and to any procedural determination made by the Tribunal after its constitution. The Registry shall implement such a determination through the platform.

**25.2** The platform shall maintain a chronological record of documents submitted in the arbitration. A party may request confirmation from the Registry of the documents recorded as filed.

**25.3** If a party asserts that it did not receive or could not access a document, the Registry may verify the upload, transmission, or access record. Before constitution, the Centre may give an administrative direction. Subject to Article 25.7, after constitution the Tribunal shall determine any other procedural consequence.

**25.4** A replacement arbitrator shall be granted access to the Case File from the beginning of the proceedings.

**25.5** For a joined party, the Centre shall administer the technical grant of access. Before constitution, the Centre shall determine the scope of access to earlier materials. After constitution, the Tribunal shall determine the procedural scope of that access, and the Registry shall implement the determination through the platform.

**25.6** Coordination under Article 15 does not create access to the Case File of another arbitration.

**25.7** The Centre may suspend, restrict, restore, or terminate platform access for identification, security, sanctions, confidentiality, administrative-integrity, or technical reasons. Where the Centre has suspended, restricted, or terminated a party's platform access, the Centre may determine the effect of that measure on service and on any related time limit, and may, in exceptional circumstances, authorise alternative service in accordance with Article 24.3. After constitution, the Centre shall, where practicable, inform the Tribunal if such action may materially affect the conduct of the proceedings.

## Article 26 – Technical Failure of the Electronic Platform

**26.1** If the platform becomes temporarily unavailable because of technical failure, cyber incident, maintenance, or another disruption, the Centre may, in exceptional circumstances, authorise alternative electronic means of communication or service in accordance with Article 24.3. After constitution, the Tribunal may give any related procedural direction.

**26.2** A communication, submission, order, decision, or Award transmitted by an alternative means authorised under this Article remains valid and effective.

**26.3** The Centre may maintain a record of the transmission and may upload the relevant documents to the platform when it becomes available.

**26.4** If platform unavailability materially affects a party's ability to access documents or comply with a deadline, the Tribunal may suspend, extend, or adjust the relevant time limit. Before constitution, the Centre may make any necessary administrative adjustment.

**26.5** Temporary platform unavailability does not invalidate a prior procedural step and does not prevent continuation by an appropriate alternative electronic means.

## Article 27 – Hearings

**27.1** Hearings shall be conducted remotely unless the Tribunal determines that an in-person or hybrid hearing is necessary or more appropriate for the fair and efficient resolution of the dispute.

**27.2** A party may request a hearing within the time fixed by the Tribunal. A late request shall be considered only upon sufficient cause.

**27.3** After consulting the parties, the Tribunal may hold a full or limited hearing and may determine its duration, scope, sequence, participants, witnesses, and format.

**27.4** To the extent permitted by the arbitration agreement and applicable law, the Tribunal may refuse or materially limit a requested hearing where it determines that the hearing is not necessary for the fair resolution of the dispute and would cause disproportionate delay or expense.

**27.5** A decision under Article 27.4 shall comply with Article 30.

**27.6** The place or format of a hearing does not alter the seat of the arbitration.

## Article 28 – Procedural Powers, Proportionality, and Novel Methods

**28.1** The Tribunal shall act fairly and impartially, shall treat the parties with equality, and shall give each party a reasonable opportunity to present its case and to address the case of another party.

**28.2** The Tribunal shall adopt procedures appropriate to the circumstances and shall avoid unnecessary delay and expense. It may issue procedural orders, sequence or bifurcate issues, limit submissions or evidence, and take any other measure consistent with the arbitration agreement, these Rules, and applicable law.

**28.3** Every procedural measure shall be proportionate having regard to:

(a) the value, complexity, urgency, and importance of the dispute;
(b) the materiality and likely procedural benefit of the measure;
(c) the time, cost, and burden imposed;
(d) the effect on the other parties;
(e) the availability of a less burdensome alternative; and
(f) the Expedited Procedure where applicable.

**28.4** After consulting the parties, the Tribunal may use a novel or technologically assisted procedural method where it considers the method fair, proportionate, reasonably reliable, and compatible with applicable law and the parties' right to be heard.

**28.5** The Tribunal may require party consent where a proposed method would alter the arbitration agreement, waive a fundamental procedural right, or otherwise require consent under applicable law.

**28.6** The Tribunal has power to rule on its own jurisdiction, including any objection concerning the formation, existence, authenticity, attribution, validity, enforceability, or scope of the arbitration agreement or the authority of a person alleged to have concluded or assented to it.

## Article 29 – Initial Case Management and Issue Identification

**29.1** Within fifteen (15) days after the case is transmitted to the Tribunal, the Tribunal shall conduct an initial case-management conference or shall address the relevant matters in writing and issue a procedural order and timetable.

**29.2** After consulting the parties, the Tribunal shall identify, to the extent reasonably possible:

(a) the claims, counterclaims, defences, and relief sought;
(b) the matters genuinely in dispute and those not genuinely disputed;
(c) jurisdictional, admissibility, limitation, and other threshold issues;
(d) issues suitable for summary dismissal or preliminary determination;
(e) the factual and expert issues for which evidence is required;
(f) the scope and proportionality of document production;
(g) the need, scope, and format of any hearing;
(h) confidentiality, cybersecurity, data-protection, sanctions, funding, or identification issues; and
(i) the continuing suitability of the Expedited Procedure.

**29.3** An issue list or procedural characterisation under this Article is provisional, does not determine the merits, and may be revised after the parties have had an opportunity to comment.

**29.4** The Tribunal may require the parties to prepare an agreed or competing issue list, chronology, list of persons, glossary, or other case-orientation document where proportionate.

## Article 30 – Reasoned High-Impact Procedural Decisions

**30.1** The Tribunal shall provide concise reasons for a procedural decision that materially affects a party's right to be heard, its ability to maintain a claim or defence, or the composition or decisive functioning of the Tribunal.

**30.2** Article 30.1 applies in particular to:

(a) a refusal or material limitation of a requested hearing;
(b) summary dismissal;
(c) an order for security for costs;

(d) the final exclusion of material evidence;

(e) dismissal or exclusion of a claim or defence for procedural default or abuse; and

(f) a procedural safeguard adopted following authorisation of a truncated Tribunal.

**30.3** Reasons may be brief and proportionate to the decision. Where urgency requires, the Tribunal may issue the operative determination first and provide reasons promptly thereafter.

**30.4** This Article does not apply to routine case-management directions or to decisions of the Centre.

## SECTION VI – EVIDENCE

### Article 31 – Evidence

**31.1** The Tribunal shall determine the admissibility, relevance, materiality, authenticity, and weight of evidence.

**31.2** The Tribunal may require written witness statements, documentary evidence, demonstrations, inspections, or any other form of evidence it considers appropriate.

**31.3** Unless the Tribunal determines otherwise, it may take into account internationally recognised standards on the taking of evidence in international arbitration, including the IBA Rules on the Taking of Evidence in International Arbitration.

**31.4** The Tribunal may order a party to produce documents or sufficiently identified categories of documents that are relevant and material to the outcome of the dispute.

**31.5** Any evidence or document-production measure shall comply with Article 28.3. The Tribunal may refuse, narrow, stage, sample, or otherwise control an evidentiary request that is cumulative, speculative, disproportionate, or of limited procedural value.

**31.6** Where evidence cannot reasonably be submitted in electronic form, the Tribunal may determine how it shall be inspected, preserved, transmitted, and recorded for the Case File.

**31.7** Where the Tribunal finally excludes evidence material to a party's case, Article 30 shall apply.

### Article 32 – Witnesses and Experts

**32.1** Witness testimony may be presented through written witness statements unless the Tribunal determines otherwise.

**32.2** A witness whose statement is relied upon may be examined at a hearing if requested by another party or directed by the Tribunal.

**32.3** If a witness does not appear for examination when reasonably requested or directed, the Tribunal may determine the weight to be given to the statement or may disregard it.

**32.4** The Tribunal may require a witness to confirm the truthfulness of testimony by declaration, affirmation, or another undertaking appropriate to the circumstances.

**32.5** A party may present evidence from an expert it appoints. The expert may be examined by the parties and the Tribunal.

**32.6** The Tribunal may appoint an independent expert. The parties shall have a reasonable opportunity to comment on the mandate and findings and may examine the expert where appropriate.

**32.7** The Tribunal shall not delegate an adjudicative determination to an expert.

**32.8** The Tribunal may direct party-appointed experts to confer, identify points of agreement and disagreement, or prepare a joint statement.

**32.9** The use of an AI-Assisted Tool by a witness or expert is subject to Article 38.

### Article 33 – Parallel Proceedings and Prior Decisions

**33.1** Each party shall promptly inform the Centre and, after constitution, the Tribunal of any judicial, arbitral, or administrative proceeding involving the same parties or arising out of the same or a closely related legal relationship, including proceedings before another arbitral institution.

**33.2** An arbitration under these Rules may be consolidated only in accordance with Article 13. Neither the Centre nor the Tribunal may consolidate it with a court proceeding or an arbitration administered by another institution.

**33.3** After consulting the parties, the Tribunal may adopt any proportionate measure to coordinate with a related external proceeding, including adjustment of the timetable, consideration of developments in that proceeding, or determination of a threshold issue.

**33.4** The Tribunal may stay the arbitration in whole or in part, address res judicata, lis pendens, prior adjudication, or procedural abuse, and take any other measure necessary to preserve the integrity and efficiency of the arbitration.

**33.5** The Tribunal may take into account a prior judgment, award, or decision to the extent appropriate under applicable law.

### Article 34 – Amicus Curiae Submissions

**34.1** After consulting the parties, the Tribunal may permit a non-party to submit written observations where the submission may materially assist in determining a legal issue relevant to the dispute.

**34.2** In deciding whether to permit a submission, the Tribunal may consider relevance, potential assistance, confidentiality, prejudice, the interests of the parties, and efficient conduct.

**34.3** The Tribunal shall determine the scope, form, timing, and conditions of the submission. Participation shall ordinarily be limited to written observations.

**34.4** A person permitted to submit observations does not become a party and has no procedural right beyond that expressly granted by the Tribunal.

**34.5** Unless the Tribunal determines otherwise, an amicus curiae shall not have access to the Case File. The Tribunal may require confidentiality undertakings, sanctions screening, data-protection safeguards, or other protective measures.

## SECTION VII – PROCEDURAL MANAGEMENT

### Article 35 – Illegality, Corruption, or Fraud

**35.1** Where the record indicates that the contract, transaction, relationship, conduct, or relief may involve illegality, fraud, corruption, bribery, or conduct contrary to mandatory law or public policy, the Tribunal may examine the issue to the extent necessary to determine the dispute.

**35.2** The Tribunal may invite submissions, order targeted evidence, address the issue preliminarily, limit or refuse relief, or take any other appropriate procedural measure.

**35.3** Where the dispute or relief is not capable of settlement by arbitration or would be incompatible with mandatory law or public policy, the Tribunal may decline relief or dispose of the relevant claim as permitted by applicable law.

**35.4** The Tribunal has no general duty to conduct an independent investigation beyond matters raised by the parties or reasonably apparent from the record.

**35.5** Article 5 governs institutional compliance with sanctions and mandatory restrictions. This Article governs adjudicative issues concerning illegality, public policy, liability, and relief.

## Article 36 – Third-Party Funding

**36.1** A party that has entered into an arrangement for a third party to fund a claim or defence shall promptly disclose the existence of the arrangement and the identity of the funder to the Centre and the other parties and, after constitution, to the Tribunal.

**36.2** The disclosure obligation is continuing. The party shall promptly disclose any replacement of the funder, termination of the arrangement, or other material change relevant to conflicts, sanctions, integrity, security for costs, or the administration of the arbitration.

**36.3** The Centre or the Tribunal may require disclosure of the ultimate owner, controller, or other person behind a funder only where reasonably necessary for conflict checks, compliance under Article 5, or the integrity of the proceedings.

**36.4** The terms of a funding agreement need not be disclosed unless the Tribunal determines that targeted disclosure is necessary for the fair determination of a specific procedural issue.

**36.5** The existence of third-party funding shall not, by itself, justify an order for security for costs or an adverse allocation of costs.

## Article 37 – Material-Change Notification

**37.1** Each party has a continuing duty to notify the Centre and, after constitution, the Tribunal of a material change reasonably likely to affect the administration, jurisdiction, fairness, relief, performance, or enforceability of the arbitration.

**37.2** A material change may include a change concerning:

(a) legal existence, capacity, insolvency, dissolution, or succession;
(b) representation or authority;
(c) assignment or transfer of a claim, defence, contract, or asset directly relevant to the relief sought;
(d) ownership or control where material to jurisdiction, conflicts, sanctions, or performance;
(e) third-party funding;
(f) status under Article 5; or
(g) the practical ability to perform requested or ordered relief.

**37.3** This Article does not create a general duty to disclose corporate, financial, ownership, or personal information that lacks material procedural relevance.

**37.4** The Centre or the Tribunal may require further information necessary to assess the effect of a disclosed change.

## Article 38 – Use of Artificial Intelligence

**38.1** For the purposes of this Article, an "AI-Assisted Tool" means an automated or computational system used to generate, analyse, transform, summarise, translate, classify, predict, or otherwise assist with information or work product in connection with the arbitration.

**38.2** The use of an AI-Assisted Tool is not prohibited. A party, representative, arbitrator, expert, witness, tribunal secretary, or other participant using such a tool remains fully responsible for the

accuracy, authenticity, completeness, lawfulness, and procedural propriety of the resulting work product.

**38.3** The use of an AI-Assisted Tool does not excuse a fabricated authority, false statement, inaccurate citation, altered evidence, breach of confidentiality, cybersecurity failure, data-protection violation, or other non-compliance.

**38.4** Confidential or protected case material shall not be provided to or processed by an AI-Assisted Tool in a manner inconsistent with Article 42, Article 58, Article 59, and Article 60, any protective measure, or applicable law.

**38.5** The Centre and the Tribunal may, within their respective functions, require targeted disclosure of the use, role, methodology, or limitations of an AI-Assisted Tool where that information is material to authenticity, reliability, expert methodology, evidence, conflicts, or procedural fairness. Routine use need not be disclosed unless directed.

**38.6** No adjudicative determination may be delegated to an automated system. Each arbitrator remains personally responsible for deliberation and decision-making.

**38.7** The Centre and the Tribunal may, within their respective functions, issue directions concerning the responsible use of AI-Assisted Tools in a particular arbitration.

## Article 39 – Communications with Arbitrators

**39.1** No party, representative, or person acting on behalf of a party shall communicate with an arbitrator concerning the merits or substance of the dispute outside the procedural framework of the arbitration.

**39.2** Before appointment, a party may communicate with a prospective arbitrator solely to determine availability, independence, impartiality, qualifications, and willingness to serve. The communication shall not address the merits.

**39.3** The use of an automated system or AI-Assisted Tool to initiate, prepare, route, or transmit a communication does not alter the application of this Article.

**39.4** If improper communication occurs, the Tribunal may take any proportionate measure necessary to protect fairness and integrity.

## Article 40 – Procedural Integrity and Abuse of Process

**40.1** The parties and their representatives shall conduct the arbitration in good faith and shall not obstruct, delay, manipulate, or otherwise abuse the arbitral process.

**40.2** Where the Tribunal identifies non-compliance or potential abuse, it may apply a proportionate graduated response, including:

(a) a warning;
(b) a direction to cure;
(c) a peremptory deadline;
(d) a limitation on further or repetitive submissions;
(e) refusal to consider a repetitive, tactical, or abusive application;
(f) exclusion of late material;
(g) an appropriate inference;
(h) a costs consequence; or
(i) in an extreme case, dismissal or exclusion of a specific claim or defence.

**40.3** The sequence in Article 40.2 is not mandatory. The Tribunal may adopt a more serious measure immediately where the conduct is deliberate, repeated, urgent, seriously prejudicial, or incapable of effective cure by a lesser measure.

**40.4** Before imposing a material consequence, the Tribunal shall give the affected party notice and a reasonable opportunity to respond or cure, unless immediate action is necessary to prevent serious prejudice and the party is heard promptly thereafter.

**40.5** A material measure shall comply with Article 28.3 and, where applicable, Article 30.

## Article 41 – Settlement and Amicable Resolution

**41.1** The Tribunal may encourage the parties at any stage to consider amicable settlement, without coercing settlement or prejudging the dispute.

**41.2** At the request of the parties, the Tribunal may suspend the proceedings for a reasonable period to facilitate negotiation, mediation, or another consensual process.

**41.3** If the parties settle, the Tribunal may terminate the proceedings or, at the parties' request, record the settlement in a consent Award, subject to applicable law and Article 52.

## Article 42 – Cybersecurity and Protection of Electronic Data

**42.1** The Centre and the Tribunal may adopt reasonable technical and organisational measures to protect the security, integrity, availability, and confidentiality of electronic communications and data used in the arbitration.

**42.2** Measures may include secure transmission, encryption, access controls, authentication, restricted permissions, secure storage, or any other proportionate safeguard.

**42.3** In the event of a cyber incident or unauthorised access, the Centre may protect the platform and administrative record, and the Tribunal may issue any procedural direction necessary to protect evidence, confidentiality, deadlines, and the integrity of the proceedings.

**42.4** Nothing in this Article creates a guarantee of absolute cybersecurity or uninterrupted availability.

**42.5** A party or participant shall promptly notify the Centre of a cyber incident reasonably likely to affect the arbitration, without disclosing information in a manner that would increase the risk.

## Article 43 – Summary Dismissal and Preliminary Determination

**43.1** A party may request summary dismissal of a claim or defence that is manifestly without merit, manifestly inadmissible, or manifestly outside the jurisdiction of the Tribunal.

**43.2** A party may request preliminary determination of a discrete issue where early determination is reasonably likely to dispose of part of the dispute, reduce the issues or evidence, facilitate settlement, or materially improve procedural efficiency.

**43.3** An application shall be made as early as reasonably possible, shall be concise, and shall identify the issue, the standard relied upon, and the procedural benefit sought.

**43.4** The Tribunal shall first determine whether to permit the application to proceed and may set an abbreviated procedure. The opposing party shall have a reasonable opportunity to respond.

**43.5** An application does not automatically stay the remainder of the arbitration. The Tribunal may continue, stay, sequence, or limit other steps as appropriate.

**43.6** The Tribunal may raise a preliminary issue on its own initiative after giving the parties a reasonable opportunity to comment.

**43.7** A repetitive, tactical, or dilatory application may be refused without a full procedure and may be taken into account under Article 40 or in the allocation of costs.

**43.8** A determination that finally disposes of a claim or jurisdictional issue shall be made in an Award. A determination that does not finally dispose of a claim may be made in a procedural order or partial Award according to its nature and applicable law.

**43.9** A summary dismissal decision shall comply with Article 30.

## Article 44 – Default of a Party

**44.1** The arbitration shall proceed notwithstanding the failure of a party to submit a Response, participate, attend a hearing, make a submission, or comply with a procedural direction.

**44.2** Non-participation does not constitute an admission of jurisdiction, fact, liability, or relief.

**44.3** Before making an Award in the absence of a party, the Tribunal shall satisfy itself that the party was given a reasonable opportunity to participate and that the record provides a sufficient basis to determine jurisdiction and, where applicable, the merits.

**44.4** Where a party fails to comply with a procedural order, communication requirement, payment-related procedural direction, or other obligation, the Tribunal may give notice and a reasonable opportunity to cure before taking a consequence under Article 40.

**44.5** The Tribunal may proceed on the available record, draw an appropriate inference, or adopt another direction necessary to preserve the orderly progress of the arbitration.

## Article 45 – Expedited Procedure

**45.1** Every arbitration shall be conducted under the Expedited Procedure unless the parties have expressly agreed otherwise or the Centre determines that the standard procedure is more appropriate having regard to the value, complexity, number of parties, evidence, urgency, or other circumstances.

**45.2** After constitution, the Tribunal may, after consulting the parties, invite the Centre to determine that the standard procedure is more appropriate. Procedural acts already taken shall remain valid.

**45.3** An express party agreement on the number of arbitrators shall apply. In the absence of such agreement, the Tribunal shall normally consist of a sole arbitrator, but the Centre may determine that three arbitrators are appropriate.

**45.4** Unless otherwise directed:

(a) the Statement of Claim shall be submitted within thirty (30) days from commencement;

(b) the Statement of Defence shall be submitted within fifteen (15) days from service of the Statement of Claim; and

(c) further submissions may be permitted only by the Tribunal, which may limit their number, scope, and length.

**45.5** The Tribunal shall normally determine the dispute on the written record. A hearing is governed by Article 27.

**45.6** The Tribunal shall use the powers under Article 28, Article 29, Article 40, and Article 43 to maintain a fair, proportionate, and expeditious procedure.

**45.7** The Tribunal shall make every reasonable effort to submit its draft final Award to the Registry for scrutiny within three (3) months after constitution. The Centre may extend that period.

### Article 46 – Tribunal Secretary

**46.1** The Tribunal may appoint a secretary only with the express consent of all parties, recorded by a means that permits the consent to be retained and reproduced.

**46.2** The proposed secretary, identity, scope of tasks, remuneration, and any material use of an AI-Assisted Tool shall be disclosed to the parties before appointment.

**46.3** The secretary shall act only under the direction and responsibility of the Tribunal and shall not exercise any decision-making function or perform any task that requires the personal judgment of an arbitrator.

**46.4** Before assuming duties, the secretary shall sign a statement concerning independence, impartiality, availability, confidentiality, sanctions, and the continuing duty of disclosure.

**46.5** The remuneration of the secretary shall be determined by the Centre and shall not exceed the cap stated in the Schedule of Fees.

## SECTION VIII – APPLICABLE LAW, SEAT, AND LANGUAGE

### Article 47 – Seat of Arbitration

**47.1** The seat of the arbitration shall be the seat agreed by the parties.

**47.2** In the absence of agreement, the Centre shall determine the seat having regard to the arbitration agreement, the circumstances of the dispute, applicable law, enforceability, neutrality, and efficient administration.

**47.3** The seat determines the procedural law of the arbitration and the courts exercising supervisory authority.

**47.4** The Tribunal may conduct a hearing, meeting, deliberation, inspection, or other procedural step at any physical or virtual location without changing the seat.

**47.5** The seat of an emergency proceeding is governed by Article 21.7.

### Article 48 – Official Language of the Centre and Language of Arbitration

**48.1** English is the sole official language of the Centre.

**48.2** The Centre shall adopt and publish the Arbitration Rules, Supplementary Rules, Schedule of Fees, model clauses, forms, certificates, and other official institutional documents only in English. The English text is the sole authoritative TAC text for the purposes of the Centre and any arbitration administered under these Rules. A translation not expressly adopted by the Centre does not constitute an official TAC text, without prejudice to any status it may have under applicable law.

**48.3** The parties may agree on the language or languages of the arbitration. In the absence of agreement, the Tribunal shall determine the language or languages having regard to the arbitration agreement and all relevant circumstances.

**48.4** Before constitution, the Centre may communicate in English, the language of the arbitration agreement, the language of the Request, the anticipated language of the arbitration, or another language it considers appropriate for administrative purposes. Such communication does not determine the language of the arbitration.

**48.5** An Award shall be made in the language of the arbitration unless the parties agree otherwise. A Registry certification shall ordinarily be issued in English.

### Article 49 – Governing Law

**49.1** The Tribunal shall decide the dispute in accordance with the law or rules of law chosen by the parties.

**49.2** In the absence of a choice, the Tribunal shall apply the law or rules of law it considers appropriate.

**49.3** The Tribunal shall take into account the terms of the contract and any applicable trade usage.

**49.4** The Tribunal may decide ex aequo et bono or act as amiable compositeur only where all parties have expressly authorised it in writing and applicable law permits that course.

**49.5** Unless the parties have agreed otherwise, the Tribunal may determine the law applicable to the arbitration agreement.

## SECTION IX – AWARDS

### Article 50 – Closure of Proceedings

**50.1** When the Tribunal is satisfied that the parties have had a reasonable opportunity to present their cases and that no further material submission or evidence is required, it may declare the proceedings closed in whole or in part.

**50.2** Before the Award is issued, the Tribunal may reopen the proceedings in exceptional circumstances, including to obtain a necessary clarification, address a material issue, cure a procedural deficiency, or respond to a matter arising during scrutiny.

**50.3** The Tribunal shall give the parties a reasonable opportunity to comment on any new material matter considered after reopening.

**50.4** Closure under this Article is distinct from administrative closure by the Centre under Article 65.

### Article 51 – Awards

**51.1** The Tribunal may make a final, partial, interim, consent, or additional Award.

**51.2** The deliberations of the Tribunal are confidential.

**51.3** An Award shall be in writing and shall state the reasons on which it is based, unless all parties expressly agree otherwise and applicable law permits an unreasoned Award.

**51.4** An Award shall identify the parties and the Tribunal, state the seat and date of the Award, and contain a sufficiently clear operative part.

**51.5** A decision of a three-member Tribunal shall be made by majority. If no majority can be reached, the presiding arbitrator shall decide.

**51.6** An Award shall be signed by the sole arbitrator or by a majority of a three-member Tribunal. If an arbitrator does not sign, the Award shall state the reason for the absence of the signature.

**51.7** An Award may be signed electronically, in counterparts, or by a combination of methods and may be assembled into a single instrument.

**51.8** In standard proceedings, the Tribunal shall make every reasonable effort to submit its draft final Award to the Registry for scrutiny within six (6) months after constitution. In the Expedited Procedure, Article 45.7 applies. The Centre may extend either period.

**51.9** If the applicable period expires without submission of a draft Award and without an extension, the Centre may require the Tribunal to report on the status of the Award, fix one or more further periods, issue any administrative direction, require measures for the prompt completion of the Award, or take any other measure it considers appropriate to secure the effective completion of the arbitration. Where a contemplated measure may materially affect the constitution or functioning of the Tribunal, the Centre shall give the parties and the arbitrators concerned a reasonable opportunity to comment before taking the measure. Where immediate temporary action is necessary to preserve the arbitration or prevent serious disruption, the Centre may act first and provide an opportunity to comment promptly thereafter. Any measure under this Article is without prejudice to the Tribunal's independence in determining the dispute.

**51.10** The Tribunal may award pre-Award and post-Award interest and may determine the rate, basis, period, currency, and whether the interest is simple or compounded, subject to applicable law.

**51.11** An Award becomes final and binding on the parties when communicated by the Registry under Article 52. The parties shall comply with the Award without undue delay.

**51.12** The Tribunal shall not communicate an Award directly to the parties.

## Article 52 – Scrutiny, Certification, and Communication of Awards

**52.1** Before signature and communication, every final, partial, interim, consent, and additional Award shall undergo scrutiny by the Centre. A correction or interpretation that alters or formally supplements an Award shall also undergo scrutiny.

**52.2** The Tribunal shall submit the draft Award approved by it to the Registry. The Centre shall review the draft solely for formal consistency, including:

(a) completeness and identification of the parties, Tribunal, case, seat, and date;
(b) the type and form of the Award;
(c) signature requirements;
(d) the clarity and completeness of the operative part;
(e) internal formal consistency, clerical errors, and computational presentation;
(f) the statement and allocation of institutional fees, advances, and costs; and
(g) any other formal matter that may affect proper issuance, authenticity, or enforceability.

**52.3** The Centre shall not reconsider the merits, replace the Tribunal's judgment, or require a change to findings, reasoning, or dispositive determinations on the ground that the Centre would have decided the dispute differently.

**52.4** The Centre may return formal comments to the Tribunal. The Tribunal retains responsibility for the final text and shall address any formal issue necessary for proper issuance.

**52.5** In circumstances of an exceptional and serious nature, the Centre may take any measure it considers necessary in connection with the scrutiny, certification, or communication of an Award to preserve the legality, integrity, authenticity, security, or proper administration of the arbitration. Any measure under this Article is administrative in nature and does not constitute an appeal, reconsideration, or substantive review of the Award. The Centre shall not alter, replace, or determine the Tribunal's findings, reasoning, or dispositive determinations.

**52.6** After scrutiny, the final cleared text shall be signed by the Tribunal and returned to the Registry. The Registry may verify that the signed instrument corresponds to the cleared text.

**52.7** An authorised representative of the Registry shall certify that the Award was made in an arbitration administered under these Rules, completed the scrutiny process, is recorded as the authentic institutional copy, and forms part of the Case File.

**52.8** The Registry shall communicate the certified Award to the parties through the platform or another valid means under Article 24. The Registry may certify the date and method of communication.

**52.9** Draft Awards, internal scrutiny comments, clearance records, internal legal or administrative analyses, and communications relating to scrutiny are confidential internal materials and do not form part of the Case File available to the parties.

## Article 53 – Correction and Interpretation

**53.1** Within thirty (30) days after receipt of an Award, a party may request correction of a clerical, typographical, computational, or similar error, or interpretation of a specific part of the Award.

**53.2** The request shall be submitted to the Centre, shall identify the precise correction or interpretation sought, and shall be accompanied by the applicable fee stated in the Schedule of Fees.

**53.3** The other parties shall have fifteen (15) days to comment unless the Tribunal or the Centre fixes another period.

**53.4** The Tribunal shall make every reasonable effort to decide the request within thirty (30) days after receipt of the comments or expiry of the period for comments. The Centre may extend that period.

**53.5** Within thirty (30) days after communication of the Award, the Tribunal may on its own initiative correct a clerical, typographical, computational, or similar error that does not alter the substance of the decision.

**53.6** Before an own-initiative correction, the Tribunal shall invite comments unless the error is purely clerical or typographical and cannot reasonably affect meaning, calculation, costs, the operative part, or enforcement.

**53.7** A correction or interpretation forms part of the Award. Where it alters or formally supplements the Award, Article 52 applies.

## Article 54 – Additional Award and Remission

**54.1** Within thirty (30) days after receipt of an Award, a party may request an additional Award concerning a claim presented in the arbitration but omitted from the Award.

**54.2** The request shall be submitted to the Centre, identify the omitted claim, and be accompanied by the applicable fee stated in the Schedule of Fees.

**54.3** The other parties shall have fifteen (15) days to comment unless another period is fixed.

**54.4** If the request is justified, the Tribunal shall make every reasonable effort to issue the additional Award within thirty (30) days after receipt of the comments or expiry of the period for comments. The Centre may extend that period.

**54.5** An additional Award is subject to Article 52.

**54.6** Where a competent court or authority remits an Award or a specific issue to the Tribunal, the Centre may reactivate the administrative file and the Tribunal shall resume its functions only to the extent necessary to comply with the remission and applicable law.

**54.7** The Centre may determine additional advances, fees, or costs for a remission. Any resulting Award or formal amendment is subject to Article 52.

## SECTION X – COSTS

### Article 55 – Costs and Fee Determinations

**55.1** The costs of the arbitration may include:

(a) the fees and reasonable expenses of the Tribunal;
(b) the administrative fees of the Centre;
(c) Emergency Arbitrator fees and expenses;
(d) Tribunal Secretary fees and expenses;
(e) fixed procedural fees under the Schedule of Fees;
(f) exceptional administrative, technical, preservation, security, storage, or logistical costs;
(g) the reasonable legal and other costs of the parties;
(h) expert, translation, interpretation, transcription, hearing, travel, accommodation, and facility costs; and
(i) any other reasonable expense of the arbitration.

**55.2** The Centre shall determine the administrative fees, arbitrator fees, fixed procedural fees, Tribunal Secretary remuneration, and any other institutional amount payable under these Rules and the Schedule of Fees. The Tribunal shall not revise an amount determined by the Centre.

**55.3** Having regard to the nature, complexity, duration, value, number of parties, procedural burden, urgency, conduct of the proceedings, or other relevant circumstance, the Centre may adjust a schedule-based administrative fee or arbitrator fee upward or downward by up to fifty percent (50%).

**55.4** Separately from an adjustment under Article 55.3, the Centre may charge actual or reasonably estimated exceptional administrative, technical, preservation, security, storage, platform, data-handling, or logistical costs arising from the particular requirements of the arbitration and not reasonably included in the ordinary administrative fee.

**55.5** An exceptional cost is not a procedural sanction. Procedural misconduct may be addressed by the Tribunal under Article 40 and through the allocation of costs.

**55.6** A fee notice shall state the amount, applicable category, payment deadline, and consequence of non-payment. The Centre is not required to state further reasons.

**55.7** A party may request administrative reconsideration of a fee determination only on the ground of a manifest calculation error, application of the wrong fee category, or duplicate charge. The Centre's determination on reconsideration is final.

**55.8** The Tribunal shall allocate the costs of the arbitration in an Award and may order one party to reimburse another for amounts advanced on its behalf. In allocating costs, the Tribunal may consider the outcome, reasonableness of costs, procedural conduct, compliance with these Rules, and any other relevant circumstance.

**55.9** All fees and amounts under the Schedule of Fees are exclusive of any applicable VAT, similar tax, withholding, bank charge, currency-conversion charge, or transfer cost. Such amounts are payable in addition. A payment shall be made without deduction so that the full amount required by the Centre is received, except to the extent mandatory law requires otherwise and the Centre determines an alternative arrangement.

**55.10** The amount in dispute shall be determined by the Centre for fee purposes, including claims, counterclaims, non-monetary relief, amendments, joinder, consolidation, and set-off in accordance with Article 8.4 and the Schedule of Fees.

## Article 56 – Advance on Costs

**56.1** The Centre shall fix one or more advances on costs in the amount and at the times it considers appropriate.

**56.2** The Centre may fix separate advances for claims and counterclaims, for different parties, for joined or consolidated proceedings, for an Emergency Arbitrator, for remission, or for an exceptional procedural or technical measure.

**56.3** Unless the Centre determines otherwise, an advance shall be paid in equal shares by the parties concerned.

**56.4** If a party does not pay its share, another party may make a substitute payment. The Tribunal may order reimbursement of the substitute payment in an Award or, where appropriate, in another decision permitted by applicable law.

**56.5** If an advance is not paid, the Centre may suspend the administration of the arbitration or of the relevant claim, counterclaim, application, or measure. After notice and an opportunity to pay, the Centre may administratively close the unpaid matter or the arbitration.

**56.6** A closure for non-payment is without prejudice to any right to bring the claim in another proceeding, subject to the arbitration agreement, applicable law, limitation periods, and any determination already made.

**56.7** The Centre may revise an advance at any time to reflect a change in the amount in dispute, complexity, duration, procedural scope, or expected costs.

## Article 57 – Security for Costs

**57.1** The Tribunal may order a party to provide security for costs upon the request of another party or on its own initiative where the record indicates an obvious and material risk that a future costs order may not be satisfied.

**57.2** Before making an order, the Tribunal shall give the parties a reasonable opportunity to comment.

**57.3** The Tribunal may consider all relevant circumstances, including:

(a) the apparent likelihood that a costs order would not be satisfied;
(b) the location, accessibility, and apparent sufficiency of assets;
(c) the party's conduct concerning payments in the arbitration;
(d) the timing and purpose of the request;
(e) whether the risk was caused or materially increased by the requesting party;
(f) the effect of security on genuine access to arbitration;
(g) third-party funding, without treating it as determinative; and
(h) proportionality.

**57.4** The Tribunal shall determine the amount, form, time for provision, duration, and any condition or modification of the security.

**57.5** If security is not provided, the Tribunal may stay the relevant claim and, in an extreme case after further notice, dismiss that claim. Non-compliance shall not automatically terminate unrelated claims.

**57.6** A decision under this Article shall comply with Article 30.

## SECTION XI – CONFIDENTIALITY AND DATA

### Article 58 – Confidentiality and Permitted Disclosure

**58.1** The parties, the Tribunal, the Centre, any Emergency Arbitrator, Tribunal Secretary, and any person participating by authority of the Tribunal shall maintain the confidentiality of the arbitration and of non-public information obtained through it.

**58.2** A party may disclose information from the arbitration only to the extent reasonably necessary for:

(a) the conduct or internal management of the arbitration;
(b) legal, expert, technical, translation, document-management, or other professional assistance;
(c) funding, insurance, audit, accounting, financing, governance, or regulatory compliance;
(d) compliance with applicable law or an order of a competent authority; or
(e) recognition, enforcement, challenge, protection, or exercise of a legal right relating to the arbitration or Award.

**58.3** A disclosure under Article 58.2 may be made to legal advisers, experts, witnesses, funders, insurers, auditors, affiliates, service providers, regulators, authorities, or other persons with a genuine need to know, provided that:

(a) the disclosure is limited to the information reasonably necessary for the relevant purpose;
(b) the recipient is bound by a legal, professional, contractual, or equivalent duty of confidentiality;
(c) the information is used only for the permitted purpose; and
(d) the disclosing party remains responsible for taking reasonable steps to preserve confidentiality.

**58.4** A permitted disclosure does not confer any right of access to the platform or the Case File.

**58.5** Awards shall not be published without the consent of all parties and the Tribunal. An anonymised Award may be published only with the same consent.

**58.6** The Tribunal may issue any confidentiality or protective measure necessary to give effect to this Article.

### Article 59 – Access by Third Parties

**59.1** Access to documents relating to the arbitration is limited to the parties, the Tribunal, and the Centre except as expressly provided by these Rules or determined under them.

**59.2** Any formal disclosure or access granted by the Centre may relate only to documents forming part of the Case File under Article 66.

**59.3** Where disclosure is sought by a competent court or regulatory or supervisory authority, or under applicable law, the Centre shall, to the extent permitted by law, retain discretion to comply, decline, contest, limit, redact, condition, or seek a remedy concerning the request, having regard to confidentiality, the integrity of the proceedings, the interests of the parties, and proper administration.

**59.4** After constitution and before termination, the Centre shall, where reasonably possible and legally permitted, inform the Tribunal of an external request that may materially affect the conduct, integrity, or confidentiality of the proceedings.

**59.5** A party may disclose Case File documents to the extent reasonably necessary to recognise, enforce, or challenge an Award or to protect a related legal right.

**59.6** Where a party has ceased to exist, entered insolvency, died, or transferred relevant rights or obligations, the Centre may before constitution or after termination recognise and grant appropriate access to a successor, heir, legal representative, insolvency administrator, liquidator, or other person

demonstrating a legitimate legal interest. During the proceedings, the Tribunal shall determine any procedural recognition and the Centre may give effect to it.

**59.7** The Centre or the Tribunal may require proof of status or authority and may refuse, limit, redact, or condition access, including by a confidentiality undertaking or another protective measure.

### Article 60 – Data Protection

**60.1** The Centre, the Tribunal, the parties, and participants shall process personal data in accordance with applicable data-protection law.

**60.2** The Centre and the Tribunal may process personal data where reasonably necessary for the administration, conduct, security, compliance, certification, archiving, or enforcement of the arbitration.

**60.3** The Tribunal may adopt measures concerning minimisation, redaction, access, retention, secure transfer, or other protection of personal data.

**60.4** The use of electronic identification, sanctions screening, AI-Assisted Tools, external service providers, or novel procedural methods remains subject to this Article.

## SECTION XII – FINAL AND ADMINISTRATIVE PROVISIONS

### Article 61 – Limitation of Liability

**61.1** The Centre, the Registry, the Tribunal, any Emergency Arbitrator, Tribunal Secretary, expert appointed by the Tribunal, and their representatives or personnel shall not be liable for any act or omission in connection with an arbitration except in the case of intentional misconduct or gross negligence, to the extent such limitation is permitted by applicable law.

### Article 62 – Waiver of Right to Object

**62.1** A party that proceeds with the arbitration without promptly objecting to a known non-compliance with the arbitration agreement, these Rules, a procedural order, or another applicable requirement shall be deemed to have waived the right to object, to the extent permitted by applicable law.

**62.2** A jurisdictional objection is subject to Article 8.3 and Article 9.5.

**62.3** The failure of a party to participate does not constitute waiver or consent, but does not prevent the arbitration from proceeding under Article 44.

### Article 63 – Procedural Validity

**63.1** A procedural step, order, decision, or Award shall not be invalid solely because of a non-material irregularity or departure from these Rules where the parties were treated with equality and had a reasonable opportunity to present their cases.

**63.2** The Tribunal may cure or disregard a non-material irregularity that does not affect fairness, integrity, or enforceability.

**63.3** In deciding how to address an irregularity, the Tribunal shall have regard to proportionality and the need to avoid unnecessary repetition, delay, or cost.

### Article 64 – Interpretation of the Rules and Residual Administrative Powers

**64.1** The Centre may interpret these Rules for the purposes of the administration of arbitrations.

**64.2** The Tribunal may interpret and apply these Rules in relation to jurisdiction and the conduct and determination of the proceedings, without prejudice to the authority of a competent court under applicable law.

**64.3** Where an administrative situation is not expressly provided for, the Centre may take any administrative or urgent organisational measure it considers necessary or appropriate for lawful, secure, continuous, and proper administration, having regard to the arbitration agreement, equality, and the spirit of these Rules.

**64.4** After constitution, Article 64.3 does not authorise the Centre to decide evidence, jurisdiction, the merits, relief, or another adjudicative or procedural matter entrusted to the Tribunal, except for matters expressly reserved to the Centre.

**64.5** The Centre may issue non-binding administrative guidance, forms, technical standards, or Practice Notes. Such material does not amend these Rules, the Supplementary Rules, or the Schedule of Fees.

## Article 65 – Administrative Closure and Reactivation

**65.1** The Centre may administratively close an arbitration, claim, counterclaim, application, or file for non-payment, withdrawal, inactivity, failure to complete a required administrative step, settlement before constitution, or another administrative reason.

**65.2** Before closure, the Centre may give notice and an opportunity to remedy the relevant matter, except where immediate closure is necessary or the matter has been withdrawn.

**65.3** The Centre may reactivate an administratively closed matter on its own initiative or upon request, without stating reasons, where the basis for closure has ceased or reactivation is otherwise administratively appropriate.

**65.4** The Centre shall notify the parties of the closure or reactivation and its effective date.

**65.5** The Centre may not use this Article to reopen a matter finally terminated by the Tribunal, reopen the merits after a final Award, or displace the limited post-Award powers under Article 53 and Article 54.

## Article 66 – Archive of the Arbitration

**66.1** The Centre shall maintain an electronic archive of the arbitration through its electronic platform. The Case File constitutes the official record of the arbitration and may include:

(a) the Request, Response, statements of case, counterclaims, set-off, and amendments;
(b) written submissions, evidence, exhibits, and expert materials;
(c) procedural orders and decisions of the Tribunal;
(d) transcripts or recordings where applicable;
(e) orders and Awards;
(f) the Registry certification and records of service or communication; and
(g) any other procedural document forming part of the official record.

**66.2** Internal communications of the Centre, internal administrative records, Tribunal deliberations, communications among arbitrators, draft Awards, scrutiny comments, clearance records, internal legal or administrative analyses, technical system records, appointment and conflict-check materials, and other internal or deliberative materials do not form part of the Case File and are not subject to disclosure.

**66.3** The Centre may determine that a document or category of documents, although connected with the arbitration record, shall not be included in the Case File or made available for access, having regard to its nature, relevance, security, confidentiality, or a legitimate interest of a party or third party.

**66.4** The Centre shall retain the Case File in electronic form for ten (10) years after the final Award or other termination of the arbitration.

**66.5** Upon written request, the Centre may provide a certified electronic copy of a Case File document to a party or person entitled to access that document. The Centre may charge the applicable fee.

**66.6** After expiry of the retention period, the Centre may destroy the Case File. Where reasonably practicable, it may first notify the parties and allow a period for requesting copies.

**66.7** The Centre is not responsible for loss, corruption, or destruction of archived material except in the case of intentional misconduct or gross negligence.

## Article 67 – Continuity of Administration

**67.1** If the Centre becomes unable to continue administering an arbitration because of dissolution, insolvency, regulatory restriction, operational failure, or another circumstance materially preventing performance of its functions, the arbitration shall not thereby terminate or become invalid.

**67.2** The Centre or the person responsible for its affairs may propose one or more independent and capable successor administrators. The parties shall have a reasonable period to agree on a successor or another administrative mechanism.

**67.3** If the Tribunal has been constituted and the parties do not agree, the Tribunal may, after consulting them and subject to the arbitration agreement and applicable law, determine an appropriate successor administrator or administrative mechanism.

**67.4** If the Tribunal has not been constituted and the parties do not agree, the Centre or the person responsible for its affairs may, after inviting comments, designate an independent and capable successor administrator, subject to its acceptance, the arbitration agreement, and applicable mandatory law.

**67.5** A notice of transfer shall identify the successor, effective date, treatment of the Case File and advances, and the continuity of prior procedural acts.

**67.6** All procedural acts, submissions, orders, decisions, appointments, and the authority of the Tribunal shall remain valid to the extent permitted by applicable law and the transfer arrangement.

**67.7** The Case File and advances may be transferred to the successor to the extent lawful and subject to appropriate confidentiality, security, and accounting safeguards.

**67.8** The Tribunal may adopt any procedural measure necessary to protect continuity and integrity during the transition.

## Article 68 – Entry into Force and Applicable Version

**68.1** These Rules enter into force on 1 August 2026.

**68.2** The version of the TAC Arbitration Rules in force on the date of commencement applies throughout the arbitration. A later revision does not apply.

**68.3** A superseded version may not be selected for an arbitration commenced after it ceased to be in force. If the arbitration agreement expressly requires that version, the Centre shall decline to administer the arbitration unless the parties amend the requirement.

**68.4** The Centre may retain and provide archival copies of superseded versions.

### Article 69 – Supplementary Rules

**69.1** The Centre may publish Supplementary Rules for specific categories of dispute. Their existence does not make them applicable automatically.

**69.2** Supplementary Rules apply only where the parties have expressly agreed to their application. When applicable, they prevail over these Rules to the extent of an inconsistency, subject to the arbitration agreement and applicable mandatory law.

**69.3** Where the parties have expressly agreed to more than one set of Supplementary Rules, the sets apply together to the extent compatible. An order of precedence expressly agreed by the parties shall govern.

**69.4** If the parties have not agreed an order of precedence, any precedence rule in the applicable Supplementary Rules shall apply. In the absence of such a rule, the provision dealing with the more specific subject matter prevails over a more general provision.

**69.5** If an inconsistency cannot reasonably be resolved under Article 69.3 or Article 69.4, the Centre shall resolve it before constitution. After constitution, the Tribunal shall resolve matters concerning the conduct and determination of the proceedings, and the Centre shall resolve matters entrusted to it.

**69.6** A determination under this Article shall have regard to the arbitration agreement, the category and purpose of each Supplementary Rules regime, fairness, and efficient conduct. It shall not make applicable a set of Supplementary Rules to which the parties did not expressly agree.

## RECOMMENDED ARBITRATION CLAUSE

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation, performance, breach, or termination, shall be referred to and finally resolved by arbitration administered by the Ticino Arbitration Centre (TAC) in accordance with the TAC Arbitration Rules.

*The Centre publishes additional model clauses on its website. Parties should not identify a superseded edition of the TAC Arbitration Rules in a clause for a new arbitration.*