



Deutsch-Rumänische  
Industrie- und Handelskammer  
Camera de Comerț și Industrie  
Româno-Germană



Permanent Court of Arbitration of the AHK Romania

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*Translated from German to English*

# **Rules of Arbitration of the Court of Arbitration of the Romanian-German Chamber of Industry and Commerce**



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**SCHIEDSGERICHT**  
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## **General Provisions**

### Article 1

#### **Scope of Application**

1. These Rules of Arbitration of the Court of Arbitration (“Rules of Arbitration”) set forth herein shall apply to disputes which, pursuant to an arbitration agreement concluded between the parties, are to be settled by the arbitral tribunal in accordance with Rules of Arbitration of the Permanent Court of Arbitration of the Romanian-German Chamber of Commerce and Industry (“Permanent Court of Arbitration“). Rules of Arbitration in effect on the date of commencement of proceedings apply to the dispute.
2. Rules of Arbitration become effective as of March 1<sup>st</sup>, 2010.

### Article 2

#### **Organisation**

1. The Permanent Court of Arbitration of the Romanian-German Chamber of Industry (“Permanent Court of Arbitration”) and Commerce is an institution established by the Board of the Romanian-German Chamber of Industry and Commerce (“Chamber”) via resolution.
2. The seat of the Permanent Court of Arbitration shall be in Bucharest.
3. The Permanent Court of Arbitration shall conduct arbitration proceedings to settle disputes arising out of national or international legal relations.
4. The Board of the Permanent Court of Arbitration (“Board”) is composed of the chairman of the Board and at least two vice-chairmen of the Board who have the power to represent the chairman. The composition of the Board shall be decided by the Board of the Chamber.
5. The secretariat of the Permanent Court of Arbitration is led by the Secretary of the Court (“Secretary of the Permanent Court of Arbitration“). The Secretary of the Permanent Court of Arbitration shall be an employee of the Chamber.

### Article 3

#### **Service of Written Communication, Time Limits**

1. All documents shall be sent by registered mail/return receipt requested, courier service, telecopier or any other means of service inasmuch as they provide a record of receipt. Unless the



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parties have agreed on a manner of service, the arbitral tribunal may instruct a specific mode of service.

2. Service of all written communication by the parties, by the arbitral tribunal and by the Permanent Court of Arbitration shall be made to the last known address, as notified by the recipient or by any other party ("Service Address"). If a party appointed a legal representative, service should be made to that representative.

3. The documents shall be considered delivered on the day on which they would have been duly delivered to the Service Address, as provided by art. 3 para. 1 ("Service of Documents").

4. If the whereabouts of a party or of a person entitled to receive documents on his behalf, is unknown, the documents shall be considered received on the same day on which they could have been received at the Service Address in case of a due service in accordance with art. 3 para. 1.

5. The parties of the arbitral proceedings are obliged to promptly notify any change of address to the Secretariat of the Permanent Court of Arbitration, to the arbitral tribunal and to the other party or parties, as the case may be.

6. A sufficient number of copies of all documents shall be delivered, so that each party, each arbitrator and the Secretariat of the Permanent Court of Arbitration receive one copy.

All written communication and information except the request for arbitration and the counterclaim, which are submitted to the arbitral tribunal shall also be made available to the other party.

7. For the purpose of these Rules of Arbitration, any period of time shall start to run on the day following the date when the document has been serviced. If the last day of the period specified for submitting a document is a legal holiday or a Saturday/Sunday, then the period shall end on the next business day. Legal holidays, Saturdays and Sundays falling within a period shall not result in an extension of such period.

#### Article 4

##### **Representation**

The parties may, in their own discretion, represent themselves in the arbitration proceedings or appoint a person to represent them.



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## **Commencement of Arbitration Proceedings**

### Article 5

#### **Commencement of Arbitration Proceedings**

The arbitration proceedings shall commence upon the filing of a request for arbitration with the Permanent Court of Arbitration. The dispatch of the request for arbitration to the Permanent Court of Arbitration shall be the relevant moment in time with respect to the applicable contractual or legal time limits.

### Article 6

#### **Request for Arbitration**

1. The request for arbitration shall contain the following information:

- a) The names and domicile addresses of the parties or, for legal entities, the name and registered office address,
- b) the requests
- c) particulars regarding the facts and circumstances which give rise to the claims ,
- d) representation of the arbitration agreement,
- e) the nomination of an arbitrator, unless the parties have agreed on a decision by sole arbitrator.

2. In addition the request for arbitration should contain:

- a) particulars regarding the amount in dispute,
- b) proposals for the nomination of the sole arbitrator, where the arbitration agreement provides that disputes will be settled by a sole arbitrator,
- c) particulars regarding the place and language of the arbitration proceedings and of the governing law.

3. If the request for arbitration does not contain all the information required by para. 1, the Secretary of the Permanent Court of Arbitration shall notify the plaintiff, setting a time limit for the plaintiff to provide the missing information. The time limit may be extended only once in an equitable manner. If the missing information is provided within the specified time limit, the commencement of the arbitration proceedings in accordance with art. 5 shall not be affected.

4. Otherwise, the proceedings will be terminated, without affecting the right of the plaintiff to submit a new request for arbitration.



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## Article 7

### **Costs upon Commencement of the Proceedings**

1. Upon submitting the request for arbitration, the plaintiff shall pay to the Permanent Court of Arbitration the arbitration costs, as stipulated by the Regulations on the Arbitration Fees and Costs ("Fee Regulations") effective at the date when the request for arbitration is dispatched.
2. The Secretary of the Permanent Court of Arbitration shall send to the plaintiff a notification requesting the payment of the arbitration costs according to the Fee Regulations and specifies a equitable time limit for such payment, insofar as it has not already been effected. If the payment is not made within the time limit, which may be subject to equitable extension granted by the Secretary of the Court, the arbitration proceedings shall be terminated, without prejudice to plaintiff's right to submit a new request for arbitration.

## Article 8

### **Transmission of the Request for Arbitration**

1. If the request for arbitration complies with the requirements of art. 6 para. 1 and the arbitration costs have been duly paid, the Secretary of the Court shall promptly transmit the request for arbitration to the respondent.
2. The Secretary of the Court may effect service of the statement of claim subject to having received a sufficient number of copies of the written request for arbitration, including annexes. Simultaneously, the Secretary of the Court shall transmit to the respondent Rules of Arbitration of the Permanent Court of Arbitration and the List of Arbitrators.
3. If the dispute is to be settled by an arbitral tribunal of three arbitrators and unless otherwise instructed by the parties, the Secretary of the Court shall request the respondent, upon transmitting him the request for arbitration, to nominate an arbitrator within four weeks of delivery of the request for arbitration.

If the parties agreed to a decision by sole arbitrator, the Secretary of the Court shall request the respondent to submit proposals for nomination of the arbitrator within the period specified by para. 1. The Secretary of the Court may extend such period only once in an equitable manner.



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Article 9

### **Answer to the Request for Arbitration**

After its constitution, the arbitral tribunal sets a time limit for the respondent to submit his answer to the request for arbitration.

Article 10

### **Counterclaims**

1. Counterclaims shall be submitted to the Permanent Court of Arbitration.
2. The arbitral tribunal shall decide on the admissibility of a counterclaim.
3. Articles 5 through 9 apply accordingly.

### **Arbitral Tribunal**

Article 11

#### **General Provisions**

1. Unless the parties have agreed otherwise, the arbitral tribunal shall be constituted in accordance with the following provisions.
2. The parties are free to nominate arbitrators in their own discretion. The list of arbitrators is not binding on them.

Article 12

#### **Number of Arbitrators**

Unless the parties have agreed on a single arbitrator, the arbitral proceedings shall be conducted by three arbitrators.

Article 13

#### **List of Arbitrators**

1. The Permanent Court of Arbitration maintains a list of arbitrators.
2. The list of arbitrators contains information on arbitrators, in particular concerning their professional qualifications and the foreign languages proficiency.



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Only persons qualifying for the regular fulfillment of the duties of an arbitrator may be included in the list of arbitrators. For this purpose, the Board of the Court shall establish criteria, subject to approval by the Board of the Chamber.

3. The inclusion of a person in the list of arbitrators shall be decided by the Board of the Chamber following a request by the Board.

#### Article 14

##### **Sole Arbitrator**

1. If the parties agreed to have the disputes settled by a sole arbitrator, but failed to jointly nominate a sole arbitrator within four weeks of delivery of the request for arbitration, any of the parties may request the appointment of a sole arbitrator by the Board.

2. When appointing a sole arbitrator, the Board of the Court shall consider the impartiality and independence, as well as the availability and ability of the person to conduct the arbitration proceedings in accordance with these Rules of Arbitration of the Court.

3. The Board is entitled to exercise its discretion in appointing the sole arbitrator and particularly the list of arbitrators is not binding on it.

4. The joint appointment of a sole arbitrator can be effected by the parties until a sole arbitrator has been appointed by the Board in accordance with the provisions of para. 2.

#### Article 15

##### **Arbitral Tribunal Consisting of Three Arbitrators**

1. If the dispute is to be settled by three arbitrators, each party shall nominate one arbitrator. The third arbitrator, who shall act as chairman of the arbitral tribunal, shall be appointed by the two arbitrators nominated by the parties, unless the parties have agreed otherwise. The decision shall be promptly communicated to the Secretary of the Court and to the parties, to the arbitrators nominated by the parties respectively.

2. Should the respondent fail to nominate an arbitrator within the period, or extended period, specified by art. 8 para. 3, sentence 1, the Board shall appoint an arbitrator upon the request of the plaintiff. The provisions of art. 14 para. 2 and 3 apply accordingly.



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3. Should the arbitrators fail to appoint a chairman of the arbitral tribunal within four weeks after their nomination and to notify their decision to the Secretary of the Court, the Board shall appoint a chairman of the arbitral tribunal upon request of a party. Art. 14 para. 2 and 3 apply accordingly.

#### Article 16

##### **Acceptance of Appointment as Arbitrator**

1. Each arbitrator shall be, prior to and during the arbitration proceedings, independent from the parties and shall maintain such independence.
2. Each person appointed as arbitrator shall promptly submit to the Secretary of the Court a declaration according to Annex 1 to Rules of Arbitration by which the person accepts the appointment, confirms the compliance with the requirements agreed by the parties and states any circumstances that may question the person's impartiality and independence.
3. The Secretary of the Court shall immediately send the declaration stipulated by para. 2 to the parties.
4. Should any circumstances which potentially qualify to question the impartiality and independence of the arbitrator arise during the proceedings, the arbitrator is obliged to promptly notify the parties and the Secretary of the Court.
5. If a person declines the appointment as arbitrator, a new arbitrator shall be appointed in accordance with the provisions of art. 14. and art. 15. The time limit for appointing a new arbitrator shall start running on the date of the rejection notification of the appointment.

#### Article 17

##### **Rejection of Arbitrators**

1. An arbitrator may be rejected if circumstances exist that give rise to justified doubts as to his impartiality or independence, or if the arbitrator does not possess the qualifications agreed upon by the parties.
2. A party may challenge an arbitrator nominated by the party, or in whose nomination the party has participated, only for reasons of which the party becomes aware after the nomination has been made.





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3. The rejection shall be notified and substantiated to the Board within two weeks of the date, when the rejecting party has become aware of the reasons for such rejection together with the arguments for the rejection. The Board informs the arbitrators and the other party of the rejection and sets an equitable time-limit for comments of rejected arbitrator and of the other party. If the rejected arbitrator does not resign by the date specified or if the other party does not agree to the rejection, the Board shall make a decision on the rejection.

4. The termination of appointment of an arbitrator shall be confirmed by a resolution of the Board; the resolution shall be sent to the parties and to the sole arbitrator/the arbitrators.

#### Article 18

##### **Dismissal of Arbitrators**

1. An arbitrator may be dismissed if he fails to comply with his obligations in due time, e.g. the arbitrator does not comply with time limits without justified cause, or is unable to fulfil his duties for legal or actual reasons. The parties (jointly), the other arbitrators (jointly) and the Board may instruct the arbitrator on to fulfil his duties within an equitable time limit.

2. The request for dismissal of an arbitrator may be filed by any of the parties with the Board. The Board shall service the request to the other party and to the other arbitrators and shall determine an equitable period for them to submit their statements.

If, within this period, the arbitrator fails to resign or the other party does not state its agreement to the dismissal, the Board of the Court shall decide on the dismissal.

3. Art. 17 para. 4 applies accordingly.

#### Article 19

##### **Replacement of an Arbitrator**

Should the position of an arbitrator be vacated by rejection or dismissal, the arbitrator concerned shall be replaced in accordance with the provisions of art. 14 and art. 15. The time limit for replacement shall start running from the delivery of the resolution of the Board by which the mandate of the arbitrator is terminated. Art. 17 para. 4 applies accordingly for each termination of an arbitrator's appointment.



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## Article 20

### **Arbitral Proceedings with Multiple Parties**

1. Multiple plaintiffs shall jointly nominate one arbitrator in their request for arbitration.
2. If multiple respondents are named in the request for arbitration, they shall jointly nominate an arbitrator within four weeks after delivery of the request for arbitration. If the request for arbitration is delivered to the parties at different dates, the relevant date shall be the delivery to the respondent who last received the request for arbitration.
3. Should the parties fail to reach an agreement within the period stipulated in art. 20 para. 2, the Board, shall ,after hearing the parties, appoint three arbitrators, and choses one of those to act as chairman of the arbitral tribunal. This resolution shall void the nomination made by the plaintiff. Art. 14 para. 2 and 3 apply accordingly.
4. The arbitral tribunal decides on the admissibility of the multi-party proceedings.

## Article 21

### **Procedural Costs and Advance Payments**

1. The parties shall pay the arbitration costs. The arbitration costs are inter alia: the registration and arbitration fee, all expenditures and expenses related to the organization and conducting of the arbitral proceedings, e.g. the Permanent Court of Arbitration and the arbitrators, and the expenses required for the taking of evidence or for the engagement of expert witnesses ("Procedural Costs").
2. The Fee Regulations in Annex 2 to Rules of Arbitration effective at the date of the dispatch of the request for arbitration shall apply. The amount in dispute shall be determined by the arbitral tribunal.
3. The parties are jointly and severally liable to the arbitral tribunal for payment of the Procedural Costs, notwithstanding any claim for reimbursement by one party against the other.
4. The arbitral tribunal may continue the proceedings subject to further advance payment by the parties on Procedural Costs.



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## **Competence of the Arbitral Tribunal**

### Article 22

#### **Competence of the Arbitral Tribunal**

1. The arbitral tribunal shall decide with regard to its own competence.
2. Objections concerning the competence of the arbitral tribunal may be submitted at the latest upon filing the answer to the request for arbitration or the answer to a counterclaim, unless the arbitral tribunal considers that the submitting of an objection to competence after such date is justified and therefore not delayed.
3. Regarding the objections to competence the arbitral tribunal will usually issue an interim award. The arbitral tribunal may however, in its own discretion, continue the arbitral proceedings and decide over such objections in its final award.

## **Proceedings before the Arbitral Tribunal**

### Article 23

#### **Procedural Timetable**

1. As soon as all the arbitrators have been appointed, the arbitral tribunal receives all procedural documents from the Secretary of the Permanent Court of Arbitration.
2. The arbitral tribunal shall be constituted without delay. After the parties were heard, it determines the procedural stages and drafts a procedural timetable ("Procedural Timetable").
3. The Procedural Timetable, as well as any modifications or deviations thereto, shall be notified to the parties and to the Secretary of the Permanent Court of Arbitration.
4. Unless the parties have agreed otherwise, any party may make modifications or additions to the request for arbitration or to the answer to the request during the progress of the arbitral proceeding, except where the arbitral tribunal may deny such changes or additions for reasons of unreasonable delay.

### Article 24

#### **Rules of Arbitration Applicable to the Arbitral Proceeding**

1. The arbitral proceedings shall be governed by the applicable mandatory procedural laws on arbitration at the place of arbitration, by Rules of Arbitration and, as the case may be, the rules



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mutually agreed by the parties. Apart from that, the arbitral tribunal determines the proceedings in its own discretion.

2. The parties shall be treated equally.

The parties shall be granted the right to be heard and full opportunity to present its case at any point of the arbitral proceedings.

3. All documents, expert assessments and written evidence submitted to the arbitral tribunal by one party and on which the arbitral tribunal relies in its decision making shall be notified to the other party.

4. The arbitral tribunal shall work towards full declarations by the parties and to enable the parties to make relevant motions.

5. The chairman of the arbitral tribunal shall be in charge of the arbitral proceedings. The chairman of the arbitral tribunal may solely decide over singular procedural questions, if authorized for this purpose by the other arbitrators.

6. The arbitral tribunal shall conduct the proceedings in an swift and effective manner and shall deliver its award within four weeks of completion of the oral proceedings. This period may be appropriately extended by the Board.

Article 25

### **Language of the Arbitration**

1. Unless the parties have agreed otherwise, the arbitral tribunal shall decide the language used in the arbitral proceedings, taking into account all circumstances ("Language of the Arbitral Proceeding").

2. The arbitral tribunal may instruct for the expert investigation reports and other documents to be translated into the Language of the Arbitral Proceeding.

Article 26

### **Place of Arbitration**

1. The parties shall agree on the place of arbitration. In the absence of such agreement, the arbitral tribunal shall decide with regard to the place of arbitration, taking into account all circumstances.



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2. Unless the parties have agreed otherwise, the arbitral tribunal may choose any place it deems appropriate for meetings or for the submission of evidence, irrespective of the provision of art. 26 para. 1.

#### Article 27

##### **Applicable Law**

1. The arbitral tribunal shall settle the dispute in accordance with the applicable legal regulations, as agreed by the parties. The stipulation of the regulations or laws of a country shall directly refer to the substantive law of that country, and not to its conflict of law rules.
2. If the parties have not agreed on the applicable law, the arbitral tribunal shall apply the law with the closest connection to the case.
3. The arbitral tribunal shall apply the equity principles (*ex aequo et bono*, *amiable composition*) only if explicitly authorized by the parties. The arbitral tribunal may receive such authorization at any point of the arbitral proceedings, until an award is rendered.

#### Article 28

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

1. The arbitral tribunal shall establish the facts of the case. It exercises its own discretion to make dispositions, e.g. the hearing of witnesses and experts or the production of documents. The arbitral tribunal is not bound by the parties' motions with respect to evidence.
2. After hearing the parties, the arbitral tribunal may instruct one or more experts to deliver a report in order to answer to specific questions determined by the arbitral tribunal. For this purpose, the arbitral tribunal may request the parties to provide to the experts any relevant information and to submit or make available any relevant documents.
3. Unless otherwise agreed by the parties, if a party so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in an oral hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.
4. The arbitral tribunal may take measures to protect the business secrets or confidential information.



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## Article 29

### **Oral Hearing**

Subject to an agreement by the parties, the arbitral tribunal shall decide whether to hold an oral hearing or whether the proceedings shall be conducted on the basis of documents and other materials. Unless the parties have agreed that no oral hearing

shall be held, the arbitral tribunal shall hold an oral hearing at an appropriate stage of the proceedings, if so requested by a party.

2. The arbitral tribunal shall fix a date for the oral hearing after consulting the parties.

3. The public shall be excluded from the oral hearing.

4. A record shall be made of all oral hearings. The record shall be signed by the chairman of the arbitral tribunal. The parties shall each receive a copy of the record.

## Article 30

### **Submission of Evidence**

1. The arbitral tribunal may at any time of the proceedings request the parties to produce documents or writs or other evidence within a certain time limit.

2. The arbitral tribunal will decide with regard to the manner in which the evidence is to be produced after hearing the parties.

## Article 31

### **Default**

1. If the respondent fails to submit his answer to the request for arbitration within the time-limit set in accordance with art. 9, the arbitral tribunal may continue the proceedings without treating such failure in itself as an admission of the claimant's allegations.

2. If any party fails to appear at an oral hearing after having been duly summoned, or to produce documentary evidence within a set time limit, the arbitral tribunal may continue the proceedings and make the award on the basis of the evidence established so far.

3. Should the arbitral tribunal consider that such failure is justified, the proceedings shall continue as if the failure had not occurred.



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## Article 32

### **Suspension of Arbitral Proceedings**

1. The arbitral tribunal may suspend the proceedings if requested by both parties.
2. The suspension shall cease upon the request of a party for resuming the proceedings.

## Article 33

### **Loss of the Right to Objection**

In case of non-compliance with a provision of Rules of Arbitration or of a condition agreed by the parties with regard to the arbitral proceeding, the right of a party to object to such breach shall be lapsed if an objection is submitted with undue delay. This provision shall not apply if the party was not aware of the breach.

## **Interim Measures**

### Article 34

#### **Interim Measures**

1. The arbitral tribunal may instruct, if requested by any of the parties, interim and conservatory measures if it considers them necessary with respect to the dispute and provided that the parties have not agreed otherwise.
2. The arbitral tribunal may request each party to provide adequate security in connection with the measures stipulated by art. 34 para. 1.
3. The arbitral tribunal may decide the modification or annulment of any measure instructed in accordance with art. 34 para. 1 at any time during the proceedings, if requested by one of the parties.
4. If a measure instructed in accordance with art. 34 para.1 proves unjustified, the party that requested such measure shall be held liable and shall indemnify the other party for any costs incurred. Damages may be claimed before the arbitral tribunal during the arbitral proceedings.
5. The arbitral agreement shall not prejudice the right of any party to go to state courts for interim or conservatory measures before or after the beginning of the arbitral proceeding.



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## **Closing of the Arbitral Proceeding and the Arbitral Award**

### Article 35

#### **Closing of the Arbitral Proceeding by Resolution**

1. The arbitral tribunal shall issue a resolution for the termination of the arbitral proceeding when:

- (a) the claimant withdraws his claim, unless the respondent objects thereto and the arbitral tribunal recognizes a legitimate interest on his part in obtaining a final settlement of the dispute; or
- (b) the arbitral tribunal considers the continuation of proceedings impossible or the parties fail to respond to the request of the arbitral tribunal to continue the arbitral proceeding; or
- (c) the parties amicably settle the dispute and agree to close the arbitral proceeding; or
- (d) the arbitral proceedings have been suspended for a period of two years and the parties fail to provide justified reasons for extending the suspension within 4 weeks of receipt of a request from the arbitral tribunal.

2. If nomination of an arbitrator does not occur within the set timelimit and nomination by the Board is not requested by a party, the Board may take a resolution the closing of the arbitral proceedings after hearing of the parties.

### Article 36

#### **Amicable Settlement of the Dispute**

- 1. At every stage of the proceeding, the arbitral tribunal should seek to encourage an amicable settlement of the dispute or of individual issues in dispute.
- 2. If, during the arbitral proceeding, the parties settle the dispute, the arbitral tribunal shall terminate the arbitral proceeding. If requested by the parties, the arbitral tribunal shall record the settlement in the form of an arbitral award on agreed terms
- 3. An award on agreed terms shall be made in accordance with art. 38 and shall state that it is an arbitral award. This award is not required to be motivated.

### Article 37

#### **Closing of Arbitral Proceeding Followed by an Award**

When convinced that the parties have had sufficient opportunity to present their case, the arbitral tribunal shall declare the arbitral proceedings closed. After this moment, any statement of facts by





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the parties shall be excluded, unless the arbitral tribunal approves a new statement of facts following a justified request from one of the parties.

#### Article 38

##### **Rendering of the Arbitral Award**

1. In rendering the award, the arbitral tribunal is bound by the requests for relief made by the parties.
2. In justified cases, the arbitral tribunal may issue an interlocutory or partial award.
3. If the arbitral tribunal is constituted by more than one arbitrator, the arbitral award shall be adopted by majority of votes. If this is not possible, the award shall be made by the chairman of the arbitral tribunal.
4. The arbitral award shall be made in writing and motivated.
5. The arbitral award shall be signed by all arbitrators. In proceedings with more than one arbitrator, the signatures of a majority of arbitrators shall be sufficient. The absence of the other signature shall be motivated.
6. The arbitral award shall also include the arbitral agreement, the full names of the parties, the name(s) of the representatives and the names of the arbitrators who delivered the award.
7. The award is considered delivered at the date specified and at the place of the proceedings.
8. The arbitral tribunal shall issue a sufficient number of original copies of the arbitral award. The Permanent Court of Arbitration shall receive an original award, as well as a sufficient number of originals to be sent to the parties. The Secretary of the Court shall send an original arbitral award to each party. The service of the award may be stayed until the arbitration costs have been fully settled.
9. The arbitral award shall be final and binding. No appeal shall be admissible.

#### Article 39

##### **Decision Concerning the Costs**

1. Unless otherwise agreed by the parties, the arbitral tribunal shall also decide in the arbitral award which party is to bear the costs of the arbitral proceedings, including those costs incurred by the parties and which were necessary for the proper pursuit of their legal rights ("Costs"). If the



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determination of Costs was omitted or could be made only after the closing of the arbitral proceedings, a separate arbitral award will be issued with regard to the costs.

2. In principle, the unsuccessful party shall bear the costs of the arbitral proceedings. The arbitral tribunal may, taking into consideration the circumstances of the case, and in particular where each party is partly successful and partly unsuccessful, order each party to bear his own costs or apportion the costs between the parties.

3. Article 39, para. 1 and 2 shall apply accordingly if the dispute is settled without an arbitral award or the proceedings are closed.

#### Article 40

##### **Interpretation and Correction of the Arbitral Award**

1. Whenever requested by one of the parties, the arbitral tribunal shall:

(a) give an interpretation of specific parts of the award;

(b) correct in the award any errors in computation, any clerical or typographical errors or any errors of similar nature;

(c) to make an additional award as to claims presented in the arbitral proceeding but not dealt with in the award.

2. Unless the parties have agreed otherwise, the time limit for submitting requests for the interpretation or correction of the arbitral award shall be four weeks of the date of service of the arbitral award. The requests shall be submitted to the arbitral tribunal. The arbitral tribunal shall decide with regard to the requests within an equitable period and shall offer to the other party the opportunity to be heard.

3. The party submitting a request shall provide to the other party a copy of the request for interpretation or correction of the arbitral award.

4. After the service of the arbitral award, the arbitral tribunal may correct on its own initiative any errors in computation, any clerical or typographical errors or any errors of similar nature

5. The decision correcting or completing the arbitral award, to which the provisions of art. 38 para. 3 to 9 shall apply accordingly, shall form an integral part of the arbitral award.



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## **Exclusion of Liability. Confidentiality**

### Article 41

#### **Exclusion of Liability**

1. All liability of an arbitrator for any act in connection with deciding a legal matter is excluded, provided such act does not constitute an intentional breach of duty.
2. All liability of the arbitrators in connection with the arbitral proceedings, of the Permanent Court of Arbitration, of the Romanian-German Chamber of Commerce and Industry and of the bodies and employees of the Chamber (e.g. the Secretary of the Court and his substitute) shall be excluded provided such acts do not constitute an intentional or grossly negligent breach of duty.

### Article 42

#### **Confidentiality**

1. The parties, the arbitrators and any other persons of the Permanent Court of Arbitration and from the Chamber involved in the arbitral proceedings shall maintain confidentiality towards all persons regarding the conduct of arbitral proceedings, and in particular regarding the parties involved, the witnesses, the experts and other evidentiary materials. Persons which are involved in the arbitral proceedings shall be obligated to maintain confidentiality.
2. The Board may publish information on arbitral proceeding in compilations of statistical data, provided such information excludes identification of the persons involved.

### Article 43

#### **Publication of the Arbitral Award**

Subject to the agreement of the parties, the Board of the Court may publish the arbitral award, provided that the identity of the arbitrators and of the parties is not disclosed.

### Article 44

#### **Archiving of Procedural Documents**

The Permanent Court of Arbitration shall after the completion of the arbitral proceedings be entitled to request the procedural documents from the arbitral tribunal and to archive them.



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Annex 1 - Declaration of Arbitrators

**DECLARATION OF ACCEPTANCE**

.....

Header / Seal

**Acceptance and declaration of neutrality**

I hereby undertake to act as arbitrator / sole arbitrator / chairman of arbitral tribunal in the arbitral proceeding for settlement of the dispute

between .....

and .....

I have been informed with regard to the arbitral agreement concluded on .....

..... and I hereby agree to its content. I hereby undertake to comply with the regulations applicable to the procedure stipulated by the agreement, as well as with any other additional legal provisions. I also undertake to comply with any future instructions that may be issued by the parties involved in the arbitrated dispute.

I hereby declare and represent that I am independent from each of the parties and that I do not have any business or personal relations with any of the parties or with their representatives or employees. To the best of my knowledge and belief, there are no circumstances that may question my neutrality and independence from the parties.

I hereby undertake to provide the Chamber upon its request after completion of the arbitral proceedings with the procedural documents without delay.

Place: .....

Date: .....

Signature: .....



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Annex 2: Regulations on the Arbitration Fees and Costs:

**REGULATIONS ON THE ARBITRATION FEES AND COSTS OF THE PERMANENT COURT OF  
ARBITRATION AT THE GERMAN - ROMANIAN CHAMBER OF INDUSTRY AND COMMERCE**

§ 1

The costs of the proceedings conducted by the Court shall be paid by the parties according to the Rules of Arbitration and in the amounts stipulated by these regulations.

§ 2

The arbitration costs shall include:

- a) registration fee
- b) arbitration fee
- c) costs and expenses of the arbitral tribunal.

§ 3

1. The registration fee is € 350.
2. The registration fee covers the costs of the Court of Arbitration related to the initiation of proceedings and is non-refundable.

§ 4

The arbitration fee includes:

- a) a 60% share for the remuneration of arbitrators,
- b) a 40% share for covering the administrative costs of the arbitral tribunal.

§ 5

1. The value of the costs to be paid in advance shall be decided by the arbitral tribunal.
2. In determining the advance costs, the arbitral tribunal shall consider the costs incurred by arbitrators in connection with the exercise of their duties. The costs related to instructing experts shall also be considered.
3. The costs related to the participation of witnesses in the proceedings shall be paid by the party that filed the request for arbitration.



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## § 6

1. The value of the arbitration fee shall be determined depending on the value of the claims, as follows:

- a) for claims up to € 10.000, 8%, but no less than € 800,
- b) for claims of € 10.001 to € 100.000, € 800 + 6% of any amounts exceeding € 10.000,
- c) for claims of € 100.001 to € 200.000, € 6.200 + 5% of any amounts exceeding € 100.000,
- d) for claims of € 200.001 to € 500.000, € 11.200 + 3.5% of any amounts exceeding € 200.000,
- e) for claims of € 500.001 to € 1.000.000, € 21.700 + 2% of any amounts exceeding € 500.000,
- f) for claims exceeding € 1.000.000, € 31.700 + 0.5% of any amounts exceeding € 1.000.000.

2. The arbitration fee shall not exceed the value of € 200.000.

## § 7

The arbitration fee determined according to rules stipulated by the previous paragraph shall be reduced by 50% if the dispute is to be settled by a sole arbitrator.

## § 8

If a third party joins the proceedings or one of the parties requests a third party to join the proceedings, the arbitration fee shall be 20% of the fee calculated according to the provisions of § 6.

## § 9

Upon commencement of or during the arbitral proceedings the arbitral tribunal may request that the parties pay for the necessary costs in advance and may condition the continuance of the arbitral proceedings upon such advance payment.

## § 10

1. If the request for arbitration is withdrawn and the fees have already been paid:

- a) 80% of the arbitration fee shall be refunded, if the request for arbitration is withdrawn before the Secretary of the Permanent Court of Arbitration instructs the sending of the request to the respondent,
- b) 65% of the arbitration fee shall be refunded, if the request for arbitration is withdrawn after the Secretary of the Permanent Court of Arbitration instructed the sending of the request to the respondent, but the arbitral tribunal has not been constituted yet,



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c) 50% of the arbitration fee shall be refunded if the request for arbitration is withdrawn after the arbitral tribunal has been constituted, but before its first session.

2. The arbitral tribunal decides by resolution on the closing of the arbitral proceedings simultaneously on the refund of the arbitration fee; the chairman of the Board decides on the refund, if the arbitral tribunal has not yet been constituted.

#### § 11

The Court of Arbitration shall charge a fee of € 1 per page for any additional copies of the documents issued.