



AIA RULES OF ARBITRATION 2016

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ARBITRATION CLAUSES**AIA FEES FOR ARBITRATION SERVICES****AIA ARBITRATORS FEES****I. COURT OF ARBITRATION, PERMANENT COMMITTEE FOR URGENT MEASURES, SECRETARIAT OF THE COURT****Art. 1 - The AIA Court of Arbitration**

1. A Court of Arbitration (the "Court") is established at the Italian Association for Arbitration (Associazione Italiana per l'Arbitrato - AIA) for the administration of arbitration proceedings in accordance with these Rules.
2. The Court is composed of no fewer than three and no more than seven members. The members are appointed by the AIA Council, which also appoints the Chair of the Court ("Chair") and, where it considers it appropriate, a Vice-Chair. The members of the Court hold office for three years and they may be reappointed. At the expiry of the three-year period, each member shall remain in office for so long as necessary to complete his/her tasks.
3. In the event of urgent or justifiable reasons, the tasks of the Court may be carried out by the Chair or, on the decision of the Chair, by one or more members of the Court.
4. The Court, in the presence of at least three members, decides by a majority vote of the members present; in case of a tie vote, the Chair has the casting vote. The Court may also decide by telephone or online conference.
5. Whenever requested, the Court may act as appointing authority of arbitrators, conciliator, mediators, consultants.

Art. 2 - Permanent Committee for Urgent Measures

1. The task of the Permanent Committee for Urgent Measures (the "Committee") is to issue orders in accordance with Article 17 of the Rules prior to the constitution of the arbitral tribunal.
2. The Committee is composed of no more than six members, all appointed by the AIA Council, which also appoints the Chair of the Permanent Committee for Urgent Measures ("Chair of the Committee"). The members of the Committee remain in office for three years and may be reappointed. At the expiry of the three-year period,

each member shall remain in office for so long as necessary to complete his/her tasks.

3. In the event of urgent or justifiable reasons, the tasks of the Committee may be carried out by the Chair of the Committee or, on the decision of the Chair of the Committee, by one or more members of the Committee.
4. The Committee, in the presence of at least three members, decides by a majority vote of the members present; in case of a tie vote, the Chair of the Committee has the casting vote.

Art. 3 - Secretariat of the Court

1. The Secretariat, through and under the direction of the Secretary General, performs the tasks set out in these Rules or delegated by the Court, adopting the relevant measures.
2. Moreover, the Secretariat:
 - a. acts as Secretariat of the Court and of the Committee;
 - b. distributes notices and orders issued by the Court, the Committee, as well as its own orders, to the parties and to the arbitral tribunal, as well as to any other addressee entitled to receive them;
 - c. receives from the parties and the arbitral tribunal copies of each submission and of each document exchanged between the parties and the arbitral tribunal;
 - d. creates and maintains files of the arbitration proceedings;
 - e. issues certified copies of acts and documents at the request of the parties, as well as declarations and certifications relating to the arbitration proceedings.

II. GENERAL PROVISIONS

Art. 4 - The Arbitration Agreement

1. The Court exercises its tasks pursuant to an arbitration agreement (arbitration clause (*clausola compromissoria*) or agreement to arbitrate (*compromesso*) in writing that refers to AIA arbitration or when the parties make a joint written request for an AIA arbitration. A *libero* or *irrituale* arbitration shall take place only when the intention of the parties to hold this type of arbitration was clearly expressed in writing.

2. By agreeing to submit to an AIA arbitration, the parties undertake to comply with the award and any other decision of the arbitrators and to accept and comply with the decisions of the Court including in relation to the arbitration costs and the arbitrators' fees and expenses.
3. When an arbitration agreement is clearly inexistent or does not have effect in respect of an AIA arbitration, the Court shall inform the parties that an arbitration under these Rules cannot take place.
4. Once the file has been transmitted to the arbitral tribunal, any decision as to the jurisdiction of the arbitral tribunal shall be taken by the arbitral tribunal itself.

Art. 5 - Absence of an AIA Arbitration Agreement

If an arbitration agreement does not exist between the parties or if the agreement does not refer to an AIA arbitration, the party with an interest in commencing an AIA arbitration may so request in the Request for arbitration in accordance with Article 6 of the Rules. If the Secretariat does not receive an acceptance of this request, included in the Answer to the Request for arbitration, within 30 days of the date on which the Secretariat received the Request, the Secretariat shall inform the parties that an AIA arbitration cannot take place.

III. COMMENCEMENT OF THE ARBITRATION PROCEEDINGS

Art. 6 - Request for Arbitration

1. The Request for arbitration (the "Request") shall be transmitted to the respondent and to the Secretariat pursuant to the procedures and in the number of copies set out in Article 9 of the Rules. The Request shall be filed together with the payment of the filing fees in accordance with Article 11 of the Rules.
2. The Request shall contain:
 - a. the name in full, description, address and other contact details of each of the parties;
 - b. the arbitration agreement, if it exists, or an invitation to the respondent to accept an AIA arbitration;
 - c. all relevant particulars regarding the type of arbitration, *rituale* or *irrituale*, and an indication of whether a decision in accordance with law or *ex aequo et bono* is

- requested, and, in the event that a decision in accordance with law is requested, an indication of the rules of law applicable to the merits;
- d. the place of arbitration, the number of arbitrators and the modalities for their appointment, and, if appropriate, the language of the arbitration;
 - e. a description of the circumstances of the dispute giving rise to the claims, a statement of the relief sought, and an estimate of the monetary value of the claims;
 - f. a list of the documents annexed and the evidence requested;
 - g. the details of the transmission of the request of arbitration to the respondent;
 - h. the details of the payment of the filing fees pursuant to Article 111 of the Rules;
 - i. the name in full, address and other contact details of the legal counsel representing the claimant, if appointed, or of any person representing the claimant in the arbitration;
 - j. the election of domicile for the purposes of the arbitration proceedings.

Art. 7 - Answer to the Request, Counterclaim and Reply to Counterclaim

1. The respondent shall have 30 days from the date of receipt of the Request to transmit its Answer (the "Answer") to the Secretariat and to the claimant in accordance with the procedure and in the number of copies set forth in Article 9 of the Rules.
2. The Answer shall contain:
 - a. the name in full, description, address and other contact details of the respondent;
 - b. all relevant particulars regarding the type of arbitration, *rituale* or *irrituale*, and whether a decision in accordance with law or *ex aequo et bono* is requested, and, in the event that a decision in accordance with law is requested, an indication of the rules of law applicable to the merits;
 - c. the acceptance of the claimant's proposal for AIA arbitration proceedings;
 - d. the place of arbitration, the number of arbitrators and their appointment, and, if appropriate, the language of the arbitration;
 - e. its defences, including a description of the circumstances of the dispute, a statement of the relief sought, an estimate of the monetary value of the claims, and, if any, its counterclaims, and an estimate of the monetary value of the counterclaims;
 - f. all the annexed documents and the evidence requested;
 - g. the details of the transmission of the Answer to the claimant;
 - h. the name in full, address and other contact details of the legal counsel representing the respondent, if appointed, or of any person representing the respondent in the arbitration;

- i. the election of domicile for the purposes of the arbitration proceedings.
3. The claimant, within 30 days from the date of receipt of the Answer containing a counterclaim, may transmit a reply to the counterclaim (the "Reply to Counterclaim") to the Secretariat and to the respondent, in accordance with the procedure and in the number of copies set forth in Article 9 of the Rules.
4. In the event that the respondent does not submit the Answer and deliberately fails to take part in the proceedings, the arbitration shall proceed notwithstanding such failure.

Art. 8 - Application for Urgent Measures

1. Before the constitution of the arbitral tribunal and in the presence of a Request for AIA arbitration, any interested party may make an application to the Committee for the issuance of the urgent measures set forth in Article 17 of the Rules. The application shall be duly reasoned and supported by documents and shall be transmitted to the Secretariat in two copies, together with proof of the payment of the intervention fees set forth in the AIA Fees for Arbitration Services.
2. After the constitution of the arbitral tribunal, the application shall be directly transmitted to each of the arbitrators, and a copy shall be sent to the Secretariat.

Art. 9 - Transmission of Pleadings and Written Communications

1. All the communications from and to the parties, their legal counsel and representatives, the Court, the Secretariat, and the arbitral tribunal, as well as the communications from and to consultants and experts, are validly made if they have been served, sent by registered letter, courier, email, certified email (PEC) or by any other appropriate means of communication providing proof of receipt.
2. The Request, the Answer, and the Reply to Counterclaim, together with the annexed documents, shall be sent to the Secretariat – one copy for each arbitrator and one additional copy – and to the respondent by the means of communication indicated in the foregoing paragraph; in the event that the number of arbitrators has not been determined, and for as long as the number remains undetermined, two copies shall be sent to the Secretariat – although additional copies may subsequently be requested.

3. Once the file has been transmitted to the arbitral tribunal, the parties shall send all of the pleadings and written communications directly to the arbitrator or arbitrators, with a copy to the respondent.
4. All the parties' pleadings and written communications as well as the orders and communications by the arbitral tribunal, the Court and the Secretariat shall also be sent to the party who deliberately failed to appear in the proceedings.

Art. 10 - Time Limits

Unless otherwise provided, the time limits set forth in these Rules, or by the arbitral tribunal during the arbitration proceedings, may be extended by the Court, the Secretariat or the arbitral tribunal, in accordance with their respective powers, *ex officio* or upon reasoned application by one of the parties or the arbitral tribunal.

Art. 11 - Filing Fees and Advance to Cover the Costs of the Arbitration

1. The claimant shall pay to the Secretariat the filing fees in the amount indicated in the AIA Fees for Arbitration Services and shall provide evidence of the payment in the Request; these fees shall not be reimbursed by AIA in any circumstances.
2. Subsequently, the Secretariat shall fix the amount of the provisional advance on costs and the deadline for payment by the parties, having regard to the claims set forth in the Request, to any counterclaims as well as to any related claims that have been joined for adjudication in the same arbitration proceedings pursuant to Article 15 of the Rules, and applying the AIA Fees for Arbitration Services and the AIA Arbitrators Fees. This amount shall be used to cover the fees and expenses of the arbitrators (including the secretary's fees, if any), also in relation to the proceedings pursuant to Article 32 of the Rules, the administrative charges, and the fees and expenses of the expert appointed by the arbitral tribunal, if any.
3. The Secretariat may request further advances on costs, as appropriate.
4. The Secretariat, where appropriate, may request a deposit from the claimant only, or, if there are counterclaims or related claims pursuant to Article 15 of the Rules, from the relevant claimants. This deposit is an advance on any amounts due for the rest of the arbitration proceedings.
5. In exceptional cases, including for the purposes of fixing the fees and expenses of the arbitral tribunal, the Secretariat may exceed the limits set forth in the AIA Fees for Arbitration Services and the AIA Arbitrators Fees, provided always that the power to fix the arbitration costs rests with the Court in accordance with Articles 27 and 28 of the Rules.
6. Except as otherwise provided for by Article 11.4 of the Rules, the advance on costs shall be paid to the Secretariat in equal shares by the claimant and the respondent within 15 days of receipt of the relevant request or within such other time limit set by the Secretariat. Either party may pay the entire advance on costs if the other party fails to pay its share.
7. If the parties fail to pay the advance on costs set by the Secretariat, the Court may declare the proceedings terminated.
8. If, in the case of a counterclaim or related claims that have been joined for adjudication in the same arbitration proceedings pursuant to Article 15 of the Rules, the provisional advance on costs has not been paid in full, each party may request the Secretariat to determine separately the amount of the advance with respect to each claim.
9. AIA shall have the arbitration proceedings proceed only with respect to the claims, main claim or counterclaim, or to the related claims joined in the same arbitration proceedings, for which the corresponding advance on costs has been paid. Any claim for which the advance on costs has not been paid in full shall be deemed to have been withdrawn and the partial advance shall be reimbursed, net of expenses.
10. If the arbitral tribunal appoints an expert, the expert shall not commence his activity until the parties, or one of them, have paid the advance requested by the Secretariat in an amount that is expected to cover the fees and expenses of the expert. Subsequently, if needed, the Secretariat may request additional sums.
11. The costs of the arbitration shall be determined by the Court pursuant to Articles 27 and 28 of the Rules.

IV. THE ARBITRAL TRIBUNAL

Art. 12 - Appointment and Confirmation of the Arbitrators

1. The disputes shall be decided by a sole arbitrator or by three arbitrators, unless the parties have agreed or the Court has decided otherwise.
2. Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator, communicating such nomination to the Secretariat within the time limit provided for the filing of the Answer or within any such additional time limit as may be allowed by the Secretariat upon request by the parties. If the parties fail to nominate the sole arbitrator, the appointment shall be made by the Court.
3. Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate, in the Request and in the Answer respectively, or, however, within the time limit for the filing of the Answer, one arbitrator. If one of the parties fails to nominate an arbitrator, the appointment shall be made by the Court. The Court shall appoint the third arbitrator who shall act as president of the arbitral tribunal, unless the parties agreed that the president of the arbitral tribunal be appointed by the parties or the arbitrators nominated by the parties, within a time limit to be agreed in advance by the parties. If no time limit was agreed by the parties, the Court shall fix it. If the parties or the arbitrators nominated by the parties fail to nominate the third arbitrator within the time limit agreed by the parties or fixed by the Court, the third arbitrator shall be appointed by the Court.
4. Each arbitrator, after completing the statement indicated in Article 13 of the Rules, is notified by the Secretariat to the Court for confirmation.
5. If the parties have not expressed a joint will on the number of arbitrators within the time limit for filing the Answer, the Court shall appoint a sole arbitrator, unless it considers appropriate the constitution of an arbitral tribunal composed of three arbitrators. In the latter case, each party nominates an arbitrator and the parties jointly nominate the third arbitrator, who shall act as president of the arbitral tribunal, within the time limit fixed by the Court. If the parties fail to nominate the third arbitrator, the Court shall nominate him/her.

6. If there are more than two parties or three arbitrators, the Court shall establish, so far as necessary, the number of arbitrators and the procedure for their appointment. In this case, the Court may directly appoint the arbitrators. The Court shall also increase the number of arbitrators where the parties have indicated an even number of arbitrators.
7. Where new proceedings are commenced following the setting aside of the award, the arbitrators are appointed in accordance with this Article, without prejudice to the possibility for the Court to provide for different modalities.
8. All notices regarding the nomination and appointment of an arbitrator shall include the arbitrator's name, address and *curriculum vitae*.

Art. 13 - Statement of Acceptance, Independence and Impartiality of the Arbitrators

1. Within 10 days from his/her nomination, each arbitrator shall give notice to the Court of his/her acceptance using the application form provided by the Secretariat. In the form the arbitrator shall declare, in addition to what is required under Article 33 of the Rules, his/her independence and impartiality as well as any circumstances which might influence his/her independence and impartiality in performing his/her duties.
2. After confirmation by the Court, the Secretariat shall inform the parties and the other arbitrators of the arbitrator's acceptance and of any declarations he/she made when accepting to serve as an arbitrator, requesting the parties and the other arbitrators to comment in that regard.
3. By accepting to serve, arbitrators undertake to carry out their duties with independence and impartiality, and in accordance with these Rules and any mandatory provisions of the law governing the procedure, including with respect to the form and the communication of the award, promptly notifying the Secretariat of any supervening circumstances that may influence them.

Art. 14 - Challenge and Replacement of Arbitrators

1. Each party may challenge an arbitrator within 15 days from receipt of the statement indicated in Article 13.1 of the Rules or from the day when the party becomes aware of any grounds for challenge.

2. The challenge shall be motivated. The Court shall decide on the admissibility of the challenge, after having heard the challenged arbitrator. The filing of a challenge does not suspend the proceedings, unless the arbitral tribunal decides otherwise, after having heard the parties. However, if the challenge is accepted, the activity performed by, or with the participation of, the challenged arbitrator shall be carried out again if the re-constituted arbitral tribunal so decides and to the extent the re-constituted arbitral tribunal establishes.
3. If an arbitrator is unable to act, he/she shall be replaced in accordance with the provisions on the appointment of arbitrators. If an arbitrator resigns or the Court, after having heard the arbitrator, finds that the arbitrator is not in a position to perform his/her functions or that the arbitrator has not performed them properly, or ascertains that other serious reasons of incompatibility or unsuitability for performing the functions of arbitrator exist or, lastly, upholds the challenge against the arbitrator, the arbitrator shall be replaced. In any event, the Court shall have the power, in its discretion, to directly appoint a substitute.
4. The Court may decide that the arbitrator is not entitled to any fee if he/she has resigned without good cause or has not properly performed his/her functions.

V. THE ARBITRATION PROCEEDINGS

Art. 15 - Consolidation of Arbitrations

When disputes are related, the Court may, at the request of one of the parties, consolidate two or more arbitration proceedings pending under these Rules into a single arbitration, after hearing the parties and taking into account any relevant circumstances, including whether the arbitral tribunals have not been constituted yet or, if the arbitral tribunals have been constituted, whether they are composed of the same arbitrators.

Art. 16 - Transmission of the File to the Arbitral Tribunal

1. The Secretariat shall prepare a complete file of all of the documents received from each of the parties and, as soon as the advance on costs has been paid in accordance with Article 11 of the Rules, shall transmit the file to the arbitrators and notify the parties of its transmission.

2. If, before the file has been transmitted to the arbitrators, the Request is withdrawn, the arbitration proceedings shall be considered terminated, unless the respondent wishes to continue the proceedings and gives notice thereof to the Secretariat and the other party within 15 days of the receipt of the notice of the Request's withdrawal. In this case, if the advance on costs has not yet been entirely paid, the respondent shall pay the remaining portion, at the request of the Secretariat.

Art. 17 - Interim and Urgent Measures

1. The party who obtains from the judicial authority an interim measure before the commencement of the arbitration proceedings or during their course shall promptly notify it to the arbitral tribunal, the other party and the Secretariat.
2. Unless the parties agreed otherwise, the arbitral tribunal may, at the request of the interested party, and after hearing the other party, adopt urgent measures. The arbitral tribunal may require the requesting party to provide a security deposit and establish that a penalty shall be paid in case of failure to comply, informing the Secretariat thereof and submitting any such measures to the Court for its deliberation.
3. Urgency measures shall be granted by modifiable and revocable orders rendered in the course of the proceedings and shall remain in force until the award is rendered, unless a shorter term is indicated in the relevant order.
4. When making the award, or when revoking the order or at the expiry of any term indicated in the order, the arbitral tribunal, considering the behaviour of the parties in relation to the urgency measures, shall decide on the security deposit and the penalty.
5. If the arbitral tribunal has not yet been constituted, the aforementioned measures may be adopted by the Permanent Committee for Urgency Measure and may be modified or revoked by same Committee or by the arbitral tribunal once it is constituted.

Art. 18 - Place of the Arbitration

The place of the arbitration may be chosen by the parties in the arbitration agreement or, later, by agreement by the parties within the time limit for the filing of the Answer. In the latter case, the place of the arbitration shall be communicated to the Secretariat within the

time limit for the filing of the Request. Absent any such agreement, the place of arbitration shall be fixed by the Court, with due regard being given to the indications of the parties and all of the other relevant circumstances. Single acts or specific actions of the proceedings may be performed elsewhere, if the arbitral tribunal considers it appropriate, after consulting the parties.

Art. 19 - Language of the Arbitration

1. Unless otherwise agreed by the parties, the Request, the Answer, and the Reply to Counterclaim shall be drafted in the language of the contract.
2. Absent any agreement by the parties, the arbitral tribunal shall determine the language of the arbitration, with due regard being given to all the relevant circumstances and, in particular, to the language of the contract, the correspondence between the parties and the technical and accounting documentation.
3. The arbitral tribunal may authorize and request translations of documents or the engagement of an interpreter; all to be carried out under the responsibility and at the cost of the party who has given rise to the need.

Art. 20 - Applicable Rules of Law

1. The arbitral tribunal shall decide according to law, unless the parties have agreed that it shall decide *ex aequo et bono*.
2. If the arbitral tribunal decides according to law and the parties have not agreed upon the rules of law to be applied to the merits of the dispute, the arbitral tribunal, after having heard the parties, shall apply the rules of law most closely connected to the relationship.
3. In all cases, the arbitral tribunal shall take into account the provisions of the contract and the trade usages.

Art. 21 - Rules Governing the Proceedings

1. The arbitral tribunal shall conduct the arbitration proceedings taking into account the requests of the parties and those parties' agreements that have been transmitted to

the Secretariat and communicated by the Secretariat to the arbitral tribunal before the arbitrators accepted to serve and, however, before the file was transmitted to the arbitrators. The arbitral tribunal shall act in compliance with the principle of due process and the provisions of these Rules.

2. If the arbitral tribunal is composed of more than one arbitrator and the arbitrators do not reach a majority vote, the president of the arbitral tribunal shall determine the rules governing the procedure.
3. With the consent of the parties, the arbitral tribunal can be assisted by a secretary, provided that this does not involve additional costs for the parties, with the exception of reasonable and documented travel expenses related to the hearings.

Art. 22 - Conduct of the Arbitration

1. The arbitral tribunal shall conduct the arbitration proceedings in an expeditious manner and draft a procedural timetable to be transmitted, also in the case of subsequent amendments, to the parties and to the Court.
2. The arbitral tribunal, without holding any hearings, may decide the case solely on the documents submitted by the parties, if the parties jointly request so or give their consent thereto in writing, also during the proceedings, without prejudice to the parties' right to submit written pleadings within the time limits, and in accordance with the modalities, fixed by the arbitral tribunal.
3. The arbitral tribunal may, *ex officio* or at the request of one of the parties, fix one or more hearings for the purposes of hearing the parties, the witnesses or the experts, or of acquiring any other evidentiary element.
4. The arbitral tribunal may delegate the taking of evidence to one of its members.
5. The arbitral tribunal may appoint experts, request information from public authorities and request the assistance of the judicial authorities as permitted by the law, also in order to ensure the appearance of witnesses. The arbitral tribunal may proceed to the taking of evidence *ex officio* or at the request of one of the parties, always ensuring that the principle of due process is complied with.

6. Once the taking of evidence is complete, the arbitral tribunal may invite the parties to submit additional written pleadings and may fix an oral hearing.

Art. 23 - Hearings

1. The date of the hearings shall be set by the arbitral tribunal, after having heard the parties and with reasonable advance notice.
2. The parties may appear in person or through duly empowered representatives and may be assisted by counsel and experts.
3. If one of the parties, although duly summoned, fails to appear without a valid reason, the arbitral tribunal, after having ascertained that the request for appearance was properly notified, may proceed with the hearing.

Art. 24 - Time Limit for the Award

1. Unless otherwise determined by the Court or by the parties, the arbitral tribunal must render the award within two hundred and forty days from the date on which all the arbitrators received the file from the Secretariat.
2. The time limit for rendering the award may be extended by the Court upon the reasoned request of the arbitral tribunal or of one of the parties, or *ex officio*.
3. After the time limit has expired, the arbitral tribunal shall remain vested with its powers for the purposes of Article 32 of the Rules.

Art. 25 - Award by Consent

1. If the parties reach a settlement of the dispute before the file has been transmitted to the arbitral tribunal, they shall give written communication thereof to the Court, requesting that the proceedings be terminated.
2. If the parties reach a settlement of the dispute after the file has been transmitted to the arbitral tribunal, they shall give written communication thereof to the arbitral tribunal, also informing the Secretariat and declaring the arbitral tribunal released

from its obligation to render an award. The arbitral tribunal shall take note thereof and inform the Court in writing; the Court shall declare the proceedings terminated and shall decide pursuant to Article 27 of the Rules.

3. The parties may request in writing that the arbitral tribunal render an award on the basis of their joint requests; the arbitral tribunal may prepare a draft of the award on the basis of the parties' requests and submit the same draft to the Court in accordance with the provisions of Article 27 of the Rules.

VI. THE AWARD

Art. 26 - Partial and Final Award: Decision-Making Process

1. The award shall be made by a majority vote and in the presence of all of the arbitrators, either physically or by video, telephone or telematics conferencing or by correspondence.
2. The award shall state:
 - a. the arbitrators, the parties and their counsel;
 - b. the arbitration agreement;
 - c. the seat of arbitration;
 - d. the facts of the dispute;
 - e. the conclusions of the parties;
 - f. the reasons upon which the decision is based, even in summary;
 - g. the decision;
 - h. the date and place of signature by the arbitrators.
3. The arbitrators shall also decide on the costs of the arbitration and legal costs, in accordance with the Court's decision pursuant to Article 27 of the Rules.

Art. 27 - Transmission of the Draft Award to the Court for Calculation of the Costs and Expenses of the Arbitrators, of any Expert and of the Other Costs of the Arbitration

1. At least twenty days before the expiry of the time limit for the rendering of the

award, the arbitral tribunal shall transmit to the Court the draft award, along with any other relevant information for the Court to decide on the fees and other costs.

2. The Court, taking into account the AIA Fees for Arbitration Services and any other relevant circumstances, shall determine the fees and expenses of the arbitrators (including the costs of any secretary pursuant to Article 21 of the Rules), as well as the AIA's administrative fees, and the fees and expenses of any expert appointed by the arbitral tribunal.
3. The decisions of the Court shall be binding on those interested.
4. In due time before the expiration of the time limit for the rendering of the award, the Secretariat shall ensure that the amounts paid as advances on costs by the parties are likely to cover the arbitration costs. Should that not be the case, the Secretariat shall request the parties to pay additional amounts.
5. Until the parties, or one of them, have fully paid to AIA all of the required amounts, the Court may suspend the time limit for the rendering of the award.

Art. 28 - Costs of the Arbitration in the Case of an Early Termination of the Proceedings

1. In the event of the termination of the arbitration before the rendering of a final award, for whatever reason, the determination and allocation between the parties of the costs of the arbitration pursuant to Article 27.2 of the Rules shall be made by the Court, taking into account the elements and the proposals made by the arbitral tribunal and the Secretariat.
2. The decision of the Court shall be binding on the parties and on the arbitral tribunal.

Art. 29 - Liability of the Parties and the Role of AIA Regarding the Costs of the Arbitration

1. The parties shall be jointly and severally liable for the costs of the arbitration.
2. AIA has the role of mere treasurer and acts in the name and on behalf of the parties with regard to the payments made by AIA to the arbitrators and to the experts, as

well as those made to the secretary of the arbitral tribunal.

3. The arbitrators and the experts invoice directly to the parties any amount received in connection with the arbitration, according to the legislation in force at the time of the payment.

Art. 30 - Rendering and Communication of the Award

1. After having received the draft award, the arbitral tribunal shall complete the same by including in it the expenses in accordance with the determinations of the Court, or annex to it the Court's decision on the expenses. The final award shall be drafted in as many original copies as the parties are, plus one and shall be signed by the arbitral tribunal. The signature of the members of the arbitral tribunal can take place at different dates and places and shall include the indication of the place and date of signature.
2. In the event that the award is signed by the majority of the arbitrators, it is necessary to state that it has been made with the participation of all of the arbitrators, pursuant to Article 26 of the Rules, and that the minority was either unwilling or unable to sign the award.
3. An original copy of the award must be delivered to each party by the arbitral tribunal within ten days of the last signature, by courier against receipt or by registered mail with return receipt; the receipt shall be sent to the Secretariat as soon as possible. Concurrently, the arbitral tribunal shall file an original copy of the award to the Secretariat.

Art. 31 - Custody of the Arbitration Files

1. Once the arbitration is finished, except for any further action which might be required in accordance with Article 32 of the Rules, the arbitral tribunal shall transmit the file to the Secretariat.
2. The Secretariat, at the request of the parties, to be made within three months from the receipt of the arbitral award, shall return to the parties the documents filed by them in the course of the proceedings and which the arbitral tribunal has returned to the Secretariat.

3. The official file shall remain in the custody of the Secretariat for ten years.

Art. 32 - Correction and Amendment of the Award

1. Within two months of receipt of the award by the parties, and, in any event, before the award is executed, the Court may, *ex officio* or at the request of one of the parties or the arbitral tribunal, entrust the arbitral tribunal with the task of initiating proceedings to remedy possible omissions with respect to claims or objections raised by the parties or material or computational errors contained in the award.
2. The arbitral tribunal, always in compliance with the principle of due process, shall proceed to examine the request for correction or integration within fifteen days, and, if necessary, shall gather the evidence in respect thereof.
3. In the event the arbitral tribunal accepts in whole or in part such request, it shall invite the parties and the Secretariat to return to it the original copy of the award within seven days and shall transmit to the Court, within the time limit set by the Court, the draft amendment for the possible determination of the expenses.
4. Once it has received all of the copies, the arbitral tribunal shall issue once again the award which includes the amendment or decided correction, clarifying that the amended or corrected award replaces the one previously rendered, and it shall promptly communicate the amended or corrected award to the parties and the Secretariat in the manner provided by Article 26 of the Rules.
5. Where compatible, Articles 26 and 30 of the Rules shall apply.

VII. GENERAL RULES

Art. 33 - Duty to Comply with the Rules and Obligation of Confidentiality

By accepting to serve, the arbitrator undertakes to comply with these Rules and to respect the duty of confidentiality with respect to the course and the outcome of the proceedings, by signing the statement provided in Article 13 of the Rules. The parties, the counsel, the secretary of the arbitral tribunal, the experts appointed either by the arbitral tribunal or by the parties, the witnesses and any other person who is requested and admitted to participate to the proceedings administered by the AIA shall have the same duties and shall be informed thereof at the time of the appointment or admission.

Art. 34 - General Rule for all Matters Not Expressly Provided

In all matters not expressly provided for in these Rules, the Court, the Secretariat and the arbitral tribunal shall act in the spirit of the Rules.

Art. 35 - Entry into Force of the Arbitration Rules, the AIA Fees for Arbitration Services and the AIA Arbitrators Fees

1. These arbitration Rules shall enter into force on 1st January 2016.
2. The arbitration proceedings pending at that date shall remain subject to the rules previously in force, unless the parties and the arbitral tribunal agree otherwise, or the arbitral tribunal decides otherwise after having heard the parties; in case of disagreement, the Court shall decide.
3. AIA shall be free to amend these Rules.
4. The annexes AIA Fees for Arbitration Services and AIA Arbitrators Fees shall enter into force on 1st January 2016 and shall apply to proceedings commenced on or after this date.
5. AIA shall be free to amend the AIA Fees for Arbitration Services; for the pending proceedings, the amendments shall enter into force 30 days after their notification in the appropriate form, including the posting of the information on the AIA's website.
6. The arbitration proceedings shall be deemed commenced on the date on which the Request is served on the opposing party pursuant to Article 9 of the Rules, also by registered mail with return receipt. Where the Request is against multiple parties, the relevant date is the date on which the same request is served upon all of the parties.

ARBITRATION CLAUSES

Model Arbitration Clause

All disputes arising out of or in connection with the present contract shall be finally settled by arbitration under the AIA Rules of Arbitration by one or more arbitrators ⁽¹⁾ appointed in accordance with the said Rules. The place of arbitration shall be _____. The tribunal shall decide in accordance with law ⁽²⁾.

⁽¹⁾ The parties may either indicate a "sole arbitrator" or "three arbitrators".

⁽²⁾ The parties may decide that the sole arbitrator or the three arbitrators decide ex aequo et bono.

Model Clause for Company Arbitration

All disputes arising between shareholders or between shareholders and the company ⁽¹⁾ shall be finally settled by arbitration under the AIA Rules of Arbitration by a sole arbitrator appointed by the AIA's Court of Arbitration in accordance with the said Rules ⁽²⁾. The place of arbitration shall be _____. The tribunal shall decide in accordance with law ⁽³⁾.

⁽¹⁾ The parties are free to adapt the Model clause by inserting the following words: "or brought by or against the directors, the auditors, and the liquidators", if the parties decide that these kind of disputes shall also be settled by arbitration.

⁽²⁾ The parties may agree on an arbitral tribunal made of three arbitrators. In this case, the arbitrators shall be appointed by the Court or by an appointing authority unrelated to the company, recommended for this purpose by the Court.

⁽³⁾ The parties may decide that the sole arbitrator or the three arbitrators may decide ex aequo et bono.

Model Multi-Step Clause for Conciliation and Arbitration

In the event of a dispute arising out of or in connection with the present contract, the parties shall first attempt to conciliate the dispute. The conciliator will be appointed by the AIA Court of Arbitration, at the request of the interested party. The conciliation shall be conducted in a non formal way, following methods agreed with the conciliator. If the dispute has not been settled within 60 days following the appointment of the conciliator, or within a different time limit agreed in writing between the parties, such dispute shall thereafter be finally settled by arbitration under the AIA Rules of Arbitration by one or more arbitrators ⁽¹⁾ appointed in accordance with the said Rules. The place of arbitration shall be _____. The tribunal shall decide in accordance with law ⁽²⁾.

⁽¹⁾ The parties may either indicate a "sole arbitration" or "three arbitrators".

⁽²⁾ The parties may decide that the sole arbitrator or the three arbitrators may decide ex aequo et bono.

AIA FEES FOR ARBITRATION SERVICES

AIA ARBITRATORS FEES

AIA FEES FOR ARBITRATION SERVICES

These Fees are applicable also to AIA's duties pursuant to Articles 2 and 5 of the Rules. Expenses and fees indicated in these Fees are subject to VAT and to the fiscal charges provided for by law.

FILING FEE FOR THE REQUEST € 500

INTERVENTION FEE € 2,000

FEE FOR THE FUNCTION OF APPOINTING AUTHORITY € 1.000

Amount in dispute		Administrative expenses	
Up	to € 50,000	€	500
from €	50,000.01 to € 100,000	€	1,000
from €	100,000.01 to € 200,000	€	1,500
from €	200,000.01 to € 500,000	€	3,000
from €	500,000.01 to € 1,000,000	€	5,000
from €	1,000,000.01 to € 2,500,000	€	8,000
from €	2,500,000.01 to € 5,000,000	€	12,000
from €	5,000,000.01 to € 10,000,000	€	17,000
from €	10,000,000.01 to € 25,000,000	€	23,000
from €	25,000,000.01 to € 50,000,000	€	30,000
from €	50,000,000.01 to € 100,000,000	€	45,000
above	100,000,000.00	€	55,000
			+ 0,1%
			of the amount exceeding
			€ 100,000,000
			Maximum amount
			€ 100,000

AIA ARBITRATORS FEES

Amount in dispute		Minimum	Maximum
Up	to € 50,000	€ 1,000	€ 2,000
from €	50,000.01 to € 100,000	€ 2,000	€ 3,500
from €	100,000.01 to € 200,000	€ 3,500	€ 5,000
from €	200,000.01 to € 500,000	€ 5,000	€ 9,000
from €	500,000.01 to € 1,000,000	€ 9,000	€ 18,000
from €	1,000,000.01 to € 2,500,000	€ 18,000	€ 30,000
from €	2,500,000.01 to € 5,000,000	€ 30,000	€ 50,000
from €	5,000,000.01 to € 10,000,000	€ 50,000	€ 75,000
from €	10,000,000.01 to € 25,000,000	€ 75,000	€ 100,000
from €	25,000,000.01 to € 50,000,000	€ 100,000	€ 130,000
from €	50,000,000.01 to € 100,000,000	€ 130,000	€ 160,000
above	100,000,000.00	€ 160,000	€ 210,000

To calculate the AIA Fees for Arbitration Services and the AIA Arbitrators Fees, the amount in dispute is fixed on the basis of the Request and the counterclaim, if any. Where the amount in dispute is not stated, the Secretariat fixes temporarily the amount of the advance on costs using as a basis €100,000 pursuant to Article 11 of the Rules.

With regard to arbitration proceedings conducted by an arbitral tribunal made of three arbitrators, the Court may multiply the amount of the arbitrator's fees for each arbitrator, calculated on the basis of the of charges set out above, up until a maximum corresponding to the number of arbitrators.

In the event that the arbitrators' fees are regulated by mandatory rules of law, these rules shall apply.

Deposits must be made by bank credit transfer in favour of

ASSOCIAZIONE ITALIANA PER L'ARBITRATO

Banca Prossima S.p.A.

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