DELOS
dispute resolution

MODEL CLAUSES & RULES OF ARBITRATION

IN FORCE AS FROM 1 NOVEMBER 2021

Palais Brongniart, 16 place de la Bourse, 75002 Paris, France
www.delosdr.org . secretariat@delosdr.org

DELOS
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MODEL CLAUSES

Model DELOS arbitration clause

The model DELOS arbitration clause has been expressly designed to support the resolution of disputes in a time and cost-effective manner. It should be inserted into contracts without modification.

For the choice of the seat (or legal place) of arbitration, parties may find it useful to refer to the DELOS Guide to Arbitration Places (GAP), notably the table of combined traffic lights. The safer the seat, as defined in the GAP, the more likely the resolution of any dispute through arbitration will be time and cost-effective.

> *1. Any dispute arising out of or in connection with this contract shall be exclusively and finally resolved by arbitration in accordance with the DELOS Rules of Arbitration in force on the date of commencement of the arbitration.*
>
> *2. The seat of arbitration shall be* **[**parties to choose **one city and indicate the country in which that city is located]***, but the parties agree to hold hearings and/or meetings (if any) in any suitable location and/or by any suitable means of simultaneous communication. The language of arbitration is to be* **[**parties to choose **one]***. The arbitration tribunal shall consist of* **[**"a sole arbitrator" **or** "a three-member tribunal" **or** "one or three arbitrators"**]** *appointed in accordance with the DELOS Rules of Arbitration.*
>
> *3. By submitting their dispute to arbitration under the DELOS Rules of Arbitration, the parties agree to comply with any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.*

Note that you may register your contract with DELOS by e-mailing a copy of it to contract-registration@delosdr.org to benefit from reduced arbitration costs in accordance with Appendix 7 to the DELOS Rules.

Negotiation option before arbitration

It is good business practice to provide for a period of formal negotiations before the dispute can be referred to arbitration. This period may also be useful for parties carefully to assess their positions and, potentially, settle their dispute. In case of DELOS arbitration, such an assessment will assist parties with engaging in an active process designed to ensure the efficient resolution of their dispute.

DELOS proposes that parties insert the following wording at the beginning of the arbitration clause.

Two parties to the contract

1. In the event of any dispute arising out of or in connection with this contract, either party shall invite the other party to commence negotiations to resolve the dispute. Any invitation to negotiate shall be issued in writing, in the usual manner in which the parties communicate in writing.

2. If the parties do not reach a settlement within **[**14 calendar days – parties to define appropriate time period**]** *of one party having invited the other in writing to negotiate, the dispute shall be exclusively and finally resolved* **[**continue with "by arbitration in accordance with…" in the model arbitration clause above**]**

Three or more parties to the contract

1. In the event of any dispute arising out of or in connection with this contract, any party may invite the other parties to commence negotiations to resolve the dispute. Any invitation to negotiate shall be issued in writing, in the usual manner in which the parties communicate in writing.

2. If the parties do not reach a settlement within **[**14 calendar days – parties to define appropriate time period**]** *of one or more parties having invited the other parties in writing to negotiate, the dispute shall be exclusively and finally resolved* **[**continue with "by arbitration in accordance with…" in the model arbitration clause above**]**

Model confidentiality of arbitration clause

Parties may also want to keep their arbitration and its outcome confidential. In this case, DELOS suggests using the following clause:

The parties agree to keep confidential the existence and contents of the arbitration and the written and oral pleadings and all documents produced for or arising from the arbitration, save as may be required by legal or regulatory duty or to protect or pursue a legal right.

Model governing law clause

A contract which does not clearly specify a governing law may complicate the resolution of disputes arising under that contract. DELOS therefore recommends inserting a governing law clause into the contract, such as the following:

This contract shall be governed by, and construed in accordance with, the laws of **[**jurisdiction**]** *disregarding its conflict of laws and jurisdiction provisions*.

Model agreement for submitting existing disputes to DELOS arbitration

If a dispute has already arisen and the parties wish to submit it to DELOS arbitration, the parties would generally enter into a submission agreement to this effect. DELOS suggests that the submission agreement contain the following provisions. The submission agreement can be registered with DELOS as any other contract.

1. The parties agree that the following dispute shall be exclusively and finally resolved by arbitration in accordance with the DELOS Rules of Arbitration in force on the date of this agreement: **[**insert description of the dispute and the parties to the dispute**]**.

2. The seat of arbitration shall be **[**parties to choose **one city and indicate the country in which that city is located]**, *but the parties agree to hold hearings and/or meetings (if any) in any suitable location and/or by any suitable means of simultaneous communication. The language of the arbitration is to be* **[**parties to choose **one]**. *The arbitration tribunal shall consist of* **[**"a sole arbitrator" **or** "a three-member tribunal" **or** "one or three arbitrators"**]** *appointed in accordance with the DELOS Rules of Arbitration.*

3. By submitting their dispute to arbitration under the DELOS Rules of Arbitration, the parties agree to comply with any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.

Model clause to opt into the DELOS Compliance Reinforcement Mechanism

It is possible for parties to opt into DELOS's Compliance Reinforcement Mechanism at any stage, for example as part of an arbitration agreement designating rules of arbitration other than those of DELOS, or in a settlement agreement (recorded in a consent award), or in an agreement addressing the manner of execution of an award, and irrespective of whether the relevant arbitration agreement or award refers to the DELOS Rules or other rules of arbitration:

The parties agree to the Compliance Reinforcement Mechanism under the DELOS Rules of Arbitration, including all related disclosures of information.

DELOS
dispute resolution

RULES OF ARBITRATION

(IN FORCE AS FROM 1 NOVEMBER 2021)

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Appendix 1. Model Notice of Arbitration
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Article 1. DELOS arbitration

1.1. Delos Dispute Resolution ("DELOS") administers the resolution of disputes by independent and impartial arbitral tribunals ("Tribunals") in accordance with the DELOS Rules of Arbitration (the "Rules"). DELOS is the only body authorised to constitute Tribunals and to administer arbitrations under the Rules.

1.2. The principal purpose of the Rules is to enable the Tribunal, the parties to the dispute and DELOS to deal with cases fairly, expeditiously and at proportionate cost. This includes:

a. ensuring that the parties' due process rights are respected, including by giving each party a reasonable opportunity to put its case and deal with that of its opponent; and

b. dealing with the dispute efficiently and in a manner proportionate to: (i) the value of the dispute; (ii) the complexity of the issues in dispute; and (iii) the importance of the dispute to any ongoing relationships between the parties.

1.3. In relation to any matters not expressly provided for herein, the Tribunal, the parties and DELOS shall act in accordance with the principal purpose of the Rules and make every effort to ensure that any Award is enforceable at law.

1.4. The parties, and all named representatives, witnesses and experts, are required to act in good faith and assist the Tribunal to further the principal purpose of the Rules.

1.5. The internal work of DELOS shall be kept confidential.

Article 2. Notices and communications

2.1. All notices and communications shall be addressed to the parties, the Tribunal once constituted and to DELOS.

2.2. Unless DELOS or the Tribunal once constituted determine otherwise, a period of time starts to run from the first business day at the seat of arbitration following the day when a notice or communication is deemed to have been received. Official holidays and non-business days are included in the calculation of a time-limit. If the last day of a time-limit is an official holiday or a non-business day at the seat of the arbitration, the time-limit is extended until the first business day that follows. If the parties have not agreed a seat of arbitration, then the time-limit shall run, and any official holidays and non-business days shall be determined, by reference to DELOS's main registered address pending DELOS's decision pursuant to Article 8.1.

2.3. DELOS may extend any time-limit under these Rules.

2.4. If, after reasonable efforts, delivery of a notice or communication to a party cannot be effected at any address indicated for that party in the contract, or at that party's last-known place of business, habitual residence, or mailing address or any other known address, or at any address notified by that party to DELOS and the Tribunal once constituted, a notice or communication is deemed to have been received on the date of the last attempt if made by registered letter or any other means that provides a record of delivery or of attempted delivery.

Article 3. Starting a DELOS arbitration – The Notice of Arbitration

3.1. A party starting an arbitration is a "Claimant". A party defending an arbitration is a "Respondent". References in these Rules to Claimant and Respondent shall include one or more "Claimants" and "Respondents" respectively.

3.2. To start a DELOS arbitration, Claimant must:

a. communicate a Notice of Arbitration to Respondent and to DELOS. The "Notice of Arbitration" shall be prepared in accordance with Appendix 1; and

b. pay the Filing Fee to DELOS in accordance with Article 14.1 and provide Respondent and DELOS with proof of payment.

3.3. The Notice of Arbitration and Filing Fee payment proof shall be deemed received by Respondent:

a. if they are delivered to Respondent's electronic address specified in the contract(s) containing the arbitration agreement; or

b. if they are physically delivered to Respondent; or

c. if they are delivered at Respondent's address specified in the contract(s) containing the arbitration agreement, failing which at Respondent's place of business or habitual residence or mailing address, provided in each case that Claimant can provide a record of such delivery, which shall be communicated to DELOS.

3.4. DELOS may request Claimant to modify or supplement the Notice of Arbitration if it considers that it is incomplete or unclear.

3.5. The Notice of Arbitration is deemed registered and the arbitration is commenced on the date of receipt by DELOS of the Notice of Arbitration, irrespective of any DELOS request to Claimant to modify or supplement the Notice of Arbitration.

Article 4. The Notice of Defence; counterclaims

4.1. From the first business day at the residence or place of business of Respondent following the date of commencement of the arbitration and (deemed) receipt by Respondent of the Notice of Arbitration and of the Filing Fee payment proof, whichever is latest, Respondent will have 14 days for Tier 1 disputes, 21 days for Tier 2 and Tier 3 disputes or 30 days for Tier 4 disputes to submit a "Notice of Defence" or a "Notice of Defence and Counterclaim", prepared in accordance with Appendix 2. The "Tiers" are set out in the schedule at Appendix 7 and are based on the value of the dispute.

4.2. Where the submission of a counterclaim would result in the value of the dispute changing Tier, the original Tier time-limit will apply unless Respondent notifies DELOS and the other party before the expiry of the original time-limit that a change in Tier will apply.

4.3. DELOS may request Respondent to modify or supplement the Notice of Defence (and Counterclaim) if it considers that it is incomplete or unclear.

4.4. From the first day following the date of receipt by Claimant of any counterclaims and irrespective of any DELOS request to Respondent to modify or supplement the same, Claimant will have 14 days for Tier 1 disputes, 21 days for Tier 2 and Tier 3 disputes or 30 days for Tier 4 disputes to submit a "Notice of Response to Counterclaim", prepared in accordance with Appendix 3.

4.5. Failure by either party to submit a Notice of Defence (and Counterclaim) or a Notice of Response to Counterclaim shall not prevent the case from proceeding.

Article 5. Non-registration of Notice of Arbitration

5.1. A Notice of Arbitration may be deemed non-registered by DELOS, in whole or in part, if DELOS considers that there is manifestly no agreement to DELOS arbitration.

5.2. Where the parties are notified of DELOS's decision pursuant to Article 5.1 that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.

Article 6. Scope of the arbitration

The scope of the arbitration and the issues to be determined by the Tribunal shall be set out in the Notice of Arbitration, the Notice of Defence (and Counterclaim, if any), any Notice of Joinder and any Response to Notice of Joinder, and shall also include: (i) any other matter that the parties agree

should be within the scope of the arbitration; and (ii) any other matter that the Tribunal once constituted orders at its discretion must be included so that the proceedings are effective.

Article 7. Disclosures related to legal representation

7.1. Legal representatives shall provide proof of their authority to act in the arbitration to DELOS, the Tribunal once constituted, and all other parties at the earliest opportunity.

7.2. In order to assist prospective arbitrators and arbitrators in complying with their disclosure duties, legal representatives shall provide a statement confirming the identity of non-parties from whom they are taking instructions where such non-parties have entered into an arrangement for the funding of claims or defences in the arbitration.

7.3. Any changes to the legal representatives of a party and any changes to the statement at Article 7.2 arising in the course of the arbitration must be notified to DELOS, the Tribunal once constituted, and all other parties, promptly, with changes to party representatives being subject to Article 12.4.b.

Article 8. The arbitration agreement

8.1. If the parties have not agreed a seat of arbitration, DELOS shall determine the same having regard to all of the circumstances of the case.

8.2. If the parties have not agreed a law applicable to the arbitration agreement, this shall be the law applicable at the seat of the arbitration.

8.3. If the parties have not determined a language of arbitration, DELOS shall provisionally determine the same on a prima facie basis, pending the Tribunal's determination of the same having regard to all of the circumstances of the case.

Article 9. Joinder of additional party

9.1. Prior to the appointment of the Tribunal, any party may file an application with DELOS to join one or more additional parties to the arbitration (the "Notice of Joinder").

a. The Notice of Joinder shall be prepared in accordance with Appendix 4.

b. The party filing the Notice of Joinder shall send a copy of the Notice of Joinder to all parties, including the additional party to be joined, and shall notify DELOS that it has done so, in accordance with Article 2.

9.2. The arbitration against the additional party is commenced on the date of receipt by DELOS of the Notice of Joinder.

9.3. DELOS may request the party applying for joinder to modify or supplement the Notice of Joinder if it considers that it is incomplete or unclear.

9.4. From the day following the date of receipt by the additional party and the other party to the proceedings of the Notice of Joinder, the additional party and the other party will have 14 days for Tier 1 disputes, 21 days for Tier 2 and Tier 3 disputes or 30 days for Tier 4 disputes to submit a "Response to Notice of Joinder" prepared in accordance with Appendix 5. DELOS may request the additional party and/or the other party to modify or supplement their Response to Notice of Joinder if it considers that it is incomplete or unclear.

9.5. Upon receipt of the Notice of Joinder and the Responses to Notice of Joinder, as may have been modified or supplemented, DELOS will notify all parties, including the additional party to be joined, that the application for joinder is complete.

9.6. The application and any objections regarding the joinder of an additional party shall be decided by the Tribunal once constituted, which shall decide whether it has jurisdiction over the additional party.

9.7. After the appointment of the Tribunal, any application for joinder shall be decided by the Tribunal and shall be subject to the additional party accepting the constitution of the Tribunal. In this respect, Articles 9.1-9.4 shall apply *mutatis mutandis*.

Article 10. Consolidation

10.1. DELOS may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, if:

a. the parties have agreed upon the consolidation of the pending arbitrations; or

b. all the claims in the arbitrations are made under the same arbitration agreement; or

c. the claims in the arbitrations are made under different arbitration agreements, but (i) between the same parties, (ii) the arbitration agreements are compatible, and (iii) the disputes arise out of the same legal relationship(s) or the same transaction or series of transactions.

10.2. In deciding whether to consolidate, DELOS may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been appointed in more than one of the arbitrations and, if so, whether the same or different persons have been appointed.

10.3. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

Article 11. Constitution of the Tribunal, and challenges and replacement of arbitrators

11.1. The Tribunal shall be composed of a sole arbitrator, unless either of the following conditions is fulfilled:

a. the parties have agreed, either in their arbitration agreement(s) or by informing DELOS within 7 days following the due date for Respondent's Notice of Defence, that a three-member Tribunal shall be constituted; or

b. in the absence of agreement by the parties on the number of arbitrators, if the value of the dispute falls within Tiers 3 or 4 of the schedule at Appendix 7, either party may submit a reasoned request no later than 7 days following the due date for Respondent's Notice of Defence for the appointment of a three-member Tribunal. The other party may comment on this request within 7 days. DELOS will then decide whether to constitute a three-member Tribunal in light of the principal purpose of the Rules.

11.2. If the Tribunal shall be composed of a sole arbitrator, the parties may jointly nominate the same within 7 days of the due date for Respondent's Notice of Defence or following the DELOS decision at Article 11.1.b, as applicable, failing which DELOS shall nominate the sole arbitrator.

11.3. If the Tribunal shall be composed of three members:

a. Claimant and Respondent may each nominate one arbitrator within 7 days of the due date for Respondent's Notice of Defence or following the DELOS decision at Article 11.1.b, as applicable. In the event that either party fails to nominate an arbitrator, DELOS shall nominate the remaining arbitrators and may nominate the full Tribunal.

b. Claimant and Respondent may agree on a procedure for the nomination of the presiding arbitrator, which procedure shall be communicated to DELOS within 7 days following the due date for Respondent's Notice of Defence or following the DELOS decision at Article 11.1.b, as applicable. In the event that the parties fail to agree on such a procedure, or having agreed on a procedure, fail to nominate the presiding arbitrator within 21 days of the parties informing DELOS of the procedure or such other time-limit as agreed by the parties, DELOS shall nominate the presiding arbitrator.

11.4. When nominating an arbitrator, DELOS shall have the discretion first to propose a list of prospective arbitrators to the parties, from which they can strike the candidates they object to and order the remaining names according to their preferences for consideration by DELOS.

11.5. Where all or part of a Tribunal has already been appointed in relation to another dispute between the parties, DELOS may nominate either the same or a different Tribunal, in whole or in part.

11.6. DELOS shall invite nominated arbitrators to sign within 7 days "Statements" addressed to the parties and to DELOS of: (i) acceptance; (ii) availability in accordance with the relevant indicative time in the schedule at Appendix 7; and (iii) independence and impartiality. A nominated arbitrator shall disclose in writing any circumstances that may, in the mind of any party, give rise to justifiable doubts as to their independence or impartiality.

11.7. If an arbitrator's Statements are not received by DELOS in a timely manner or, having been received in a timely manner by DELOS, the Statements raise concerns as to the arbitrator's availability and ability to conduct the arbitration in accordance with the Rules, DELOS shall nominate an arbitrator in their place, save if DELOS considers it appropriate to invite the relevant party or parties to nominate a new arbitrator.

11.8. Subject to Article 11.7, DELOS shall communicate the Statements of the arbitrator(s) to the parties, which shall then raise any objections with DELOS within 14 days. If no objection is raised, DELOS shall confirm the appointment of the nominated arbitrator(s) and that the Tribunal has been duly constituted. If either party objects to a nomination, the other party shall respond to the objection within 14 days. DELOS shall determine the objection, and either confirm the nominated arbitrator and proceed to constitute the Tribunal, or nominate a replacement arbitrator (in which case the process applied for the nomination of the first arbitrator shall apply to the replacement arbitrator).

11.9. An arbitrator shall immediately disclose in writing to the parties and to DELOS any facts or circumstances arising or coming to that arbitrator's attention during the course of the arbitration that may, in the mind of any party, give rise to justifiable doubts as to an arbitrator's independence or impartiality.

11.10. From the earlier of either (i) the date of disclosure at Article 11.9 or (ii) the date on which it becomes aware of any new facts or circumstances arising or coming to its attention during the course of the arbitration that may give rise to justifiable doubts as to an arbitrator's independence or impartiality, a party shall raise with DELOS any objection against that arbitrator within 14 days. The other parties and each member of the Tribunal shall comment upon any such objection within 14 days. DELOS shall then finally determine whether the arbitrator subject to the objection shall remain as a member of the Tribunal.

11.11. Upon the application of a party or on its own initiative, DELOS may revoke an arbitrator's appointment if DELOS determines that said arbitrator has become unable or unfit to act. If DELOS revokes an arbitrator's appointment, the process applied for the nomination of the removed arbitrator shall apply to the replacement arbitrator, save where the remaining arbitrators request DELOS to continue the arbitration without the removed arbitrator being replaced in the interest of furthering the principal purpose of the Rules, in which case DELOS will decide the issue after consulting the parties.

11.12. When an objection is made against an arbitrator, the proceedings shall continue until that objection is determined. If an arbitrator is to be replaced for any reason during the proceedings, the proceedings shall be stayed temporarily until a replacement arbitrator is appointed and the Tribunal is reconstituted. In the event that an arbitrator is replaced, the reconstituted Tribunal shall have sole discretion to determine whether all or part of the prior proceedings should be repeated.

Article 12. Powers of the Tribunal

12.1. The Tribunal shall have the power to determine its own jurisdiction.

12.2. The Tribunal shall have the power to determine all procedural and evidentiary matters. The parties are encouraged to agree on joint proposals on procedural and evidentiary matters for consideration by the Tribunal.

12.3. As soon as practicable after the Time Notification Date pursuant to Article 14.5, the Tribunal shall conduct a case management meeting to consult the parties on the procedure and provisional timetable for the arbitration.

a. The timetable for the arbitration may include a pause for the parties to consider engaging at their full discretion in settlement discussions (whether or not as part of a mediation) without any requirement for the parties to report to the Tribunal on whether such discussions took place or their outcome.

b. During or as soon as practicable following such case management meeting, the Tribunal shall establish the procedure and provisional timetable for the arbitration and inform the parties and DELOS of the same.

12.4. The Tribunal shall take an active role in the resolution of legal and factual issues on the basis of the parties' submissions. The Tribunal's powers shall include, but are not limited to, the following:

a. to apply to the merits of the dispute the law(s) or rules of laws it deems appropriate in the absence of any agreement by the parties, and to take account of any relevant trade usages. Where requested by a party,

the Tribunal shall decide on the applicable law as soon as possible. The Tribunal shall decide *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly agreed that it do so;

b. to require proof of authority of any party representative, and to take any measure necessary, including exclusion for the remainder of the proceeding, of a new party representative, where the appointment of such representative could jeopardise the independence or impartiality of an arbitrator or the finality of any Award;

c. to identify to the parties issues that it considers may be relevant and material to the determination of the dispute; to require the parties to submit written submissions, and to limit the length of said submissions; to require any party to answer questions and provide additional evidence; to require the delivery of written witness testimony from or on behalf of the parties and/or the attendance at an oral hearing for questioning of any party or employee or agent of any party; to make site visits; to obtain advice from specialist consultants, experts or other third parties, provided that at least one of the parties requests this or consents to this;

d. to render an award with or without holding an oral hearing or meeting and to conduct the same remotely, in hybrid format, or at a location other than the seat of arbitration;

e. to order interim or conservatory measures, including security for costs.

   i. A request for such measures made by a party to a judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules. Parties shall promptly inform DELOS, and if applicable the Tribunal, of any such request and measures taken by the judicial authority.

   ii. In exceptional circumstances, the Tribunal may grant *ex parte* interim or conservatory measures. If such measures are granted, the affected party may challenge the same from the date on which they are notified to it. The Tribunal shall then promptly confirm, revoke or modify the *ex parte* measures;

f. to order the allocation of arbitration costs and costs incurred in connection with the arbitration, and to take account in doing so of:

   i. the extent to which each party has conducted the arbitration in accordance with the principal purpose of the Rules;

   ii. any offer to settle made by a party openly or without prejudice save as to costs where the party to whom such offer was made did

not do better in the Award than the terms of the offer to settle; and

iii. any other circumstances that the Tribunal considers relevant;

g. to order the payment of interest on any amounts awarded;

h. to review and revise any of its previous orders; and

i. to proceed with the arbitration if one party does not participate or cooperate with these Rules, the timetable, the procedure or the orders of the Tribunal.

12.5. Decisions by the Tribunal (including orders and Awards) shall be made by a majority of its members. In the absence of a majority, the decision shall be made by the presiding arbitrator.

Article 13. Awards

13.1. The Tribunal may render written interim, partial, final and additional decisions, each of which shall take the form of an "Award". The Tribunal may also render consent Awards. An Award is binding upon the parties.

13.2. The Tribunal shall provide reasons for the outcome in the Award unless the parties have agreed otherwise.

13.3. The time which DELOS grants to the Tribunal to submit its draft of the Award (as provided for in the DELOS Time Notice) may only be modified (i) by agreement of the parties, (ii) if it is extended by DELOS of its own motion or (iii) by DELOS upon a reasoned request of the Tribunal and after having considered the parties' comments thereon.

13.4. The Tribunal shall submit a draft of the Award to DELOS in accordance with the time granted by DELOS to the Tribunal to submit such draft (as provided for in the DELOS Time Notice) and shall inform the parties accordingly. DELOS may provide the Tribunal with comments on the draft Award. Upon receiving any such comments, it is the Tribunal's sole and absolute discretion whether to incorporate the comments into the Award.

13.5. The Tribunal shall deliver its signed Award to DELOS, which will transmit the Award to the parties, provided that the parties have paid the full and final amount of the costs of the arbitration in accordance with Article 14. The Award shall be deemed to have been made at the seat of arbitration on the date stated therein.

13.6. The Tribunal may on its own initiative or upon the application of a party (i) correct the Award in order to remove any clerical, calculation, typographical or similar mistake or clarify any point in or part of the Award, and (ii) make an

additional Award to decide any claim within the scope of Article 6 that was not decided in the Award.

a. If on its own initiative, the Tribunal shall make any correction or submit any additional Award to DELOS within 14 days of the date of delivery of the Award to the parties.

b. If upon the application of a party, such application shall be made within 14 days of the date of receipt of the Award by that party.

c. Upon receiving the application, the Tribunal shall invite the other parties to comment on the application within 14 days.

d. From the date of expiry of this time limit, the Tribunal shall have 14 days within which to make any correction of the Award or submit an additional Award to DELOS.

13.7. Provided that the parties have paid the full amount of the costs of the arbitration in accordance with Article 14, then, at any time after the (interim or partial) closure of the proceedings and before the Tribunal delivers its draft Award to DELOS, the parties may jointly notify the Tribunal and DELOS that the parties have expressly agreed (i) that the Tribunal should provide the parties with a non-binding indication of its likely decision on all or part of the issues in dispute and not deliver its draft Award to DELOS, and (ii) that unless any of the parties requests the Tribunal or DELOS to continue the proceedings within 60 days following the date on which the Tribunal communicated to the parties its non-binding indication, all claims should be deemed to have been withdrawn on a without prejudice basis and the costs of the arbitration deemed to have been allocated to the parties that paid them save if otherwise agreed or requested by the parties.

13.8. At any time before DELOS transmits an Award to the parties, the parties may jointly notify the Tribunal and DELOS that the parties have settled the dispute. If requested by the parties and unless the Tribunal considers that there are serious grounds not to do so, the Tribunal shall record the settlement in the form of an Award made by consent of the parties, without the need to provide reasons for making such an Award.

13.9. If, at any time before the rendering of the final Award, continuing the arbitration becomes unnecessary or impossible for any reason not mentioned elsewhere in these Rules, and the Tribunal informs the parties that it may terminate the proceeding and receives no justifiable objection to such termination from any of the parties, the Tribunal shall issue an order or an Award for the termination of the arbitration, which shall take the form of an Award if the Tribunal must decide the allocation of the costs of the arbitration.

13.10. DELOS may publish Awards and decisions (including its own), or extracts thereof or make such available for research, provided that (i) the parties are

not identified (unless they have consented to such identification) and (ii) any confidential character of each such Award or decision has been maintained, including commercially sensitive data, intellectual property and trade secrets.

Article 14. Time and costs of the arbitration

14.1. When submitting a Notice of Arbitration, Claimant must pay the "Filing Fee" set out at Appendix 7. Such payment is non-refundable and shall be credited to Claimant's share of the arbitration costs.

14.2. Following the due date for receipt of the Notice of Defence (and Counterclaim), DELOS shall (i) assess the value of the dispute and its complexity taking into account the seat of the arbitration and (ii) fix the arbitration costs in accordance with the costs schedule at Appendix 7.

a. The value of the dispute is the sum of the value of the claims and counterclaims. Where Respondent submits one or more counterclaims, DELOS may fix separate and different arbitration costs for the claims and for the counterclaims.

b. The arbitration costs consist of the fees and expenses of the Tribunal and the administrative costs of DELOS. The parties and the Tribunal shall not enter into separate fee arrangements.

c. The arbitration costs shall be payable in equal shares by Claimant and by Respondent, upon notification by DELOS, save where separate and different arbitration costs are fixed pursuant to paragraph (a) above, in which case Claimant and Respondent shall pay the arbitration costs for their respective claims.

14.3. DELOS will exercise its discretion, as informed by the principal purpose of the Rules, in fixing the arbitration costs where: (i) the parties have not provided any assessment of the value of some or all of their claims; and/or (ii) the parties have agreed to arbitration under the Rules but have used a different arbitration clause from the DELOS model clause or have modified the same.

14.4. Once each party has paid its share of the arbitration costs or instalment thereof, as determined by DELOS, DELOS shall provide the parties and the Tribunal with a confirmation of the same and DELOS shall notify the Tribunal and the parties of the time it grants to the Tribunal to submit its draft Award (the "DELOS Time Notice"; the "Time Notification Date" is the date on which this notice is provided to the parties). Upon the issuance of an interim or partial Award, DELOS shall notify the parties and the Tribunal of the time it grants to the Tribunal to submit any further draft Award (also a "DELOS Time Notice").

14.5. The time-limit within which the Tribunal must render its final Award and any additional Award is six months from the expiry of the most recent DELOS Time Notice, subject to any extension decided by DELOS.

14.6. Should a party fail to pay its share of the arbitration costs or instalment thereof, as applicable, DELOS may request the other party/parties to make the payment. When a request for payment has not been complied with, DELOS may direct the Tribunal to suspend its work and fix a time limit for payment on the expiry of which the relevant claims shall be considered withdrawn. A party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding.

14.7. At any stage prior to the issuance of the final Award, DELOS may adjust the arbitration costs to take into account (i) any significant change in the claims of the parties, the complexity of the dispute, the anticipated time and expenses incurred by the Tribunal and/or the conduct of the arbitration, and/or (ii) the termination of the arbitration, including by processing reimbursements to the parties in proportion of their respective payments.

14.8. In addition to the arbitration costs, parties may be required to pay taxes such as value added tax (VAT) or other taxes or charges that may be applicable to the arbitrator's fees or to DELOS's share of the arbitration costs. Such taxes or charges are payable in addition to the arbitration costs, and the arbitration costs exclude such taxes or charges.

Article 15. Waiver

A party that proceeds with the arbitration without raising an objection to a failure to comply with the parties' arbitration agreement, the Rules, an order or direction of the Tribunal or any other rules applicable to the proceeding, including as to the constitution of the Tribunal and the conduct of the proceeding, shall have waived its right to object.

Article 16. Compliance with Awards

16.1. By submitting their dispute to arbitration under the Rules, the parties agree to comply with any Award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.

16.2. Whether by submitting their dispute to arbitration under the Rules or by opting in expressly, the parties agree to the "Compliance Reinforcement Mechanism" set out at Appendix 6, such agreement to be deemed to include consent to all related disclosures of information. The Compliance Reinforcement Mechanism shall not apply if the arbitration agreement under the Rules was concluded before 1 November 2021 or if the parties have agreed to opt out of the Compliance Reinforcement Mechanism.

Article 17. Limitation of liability and jurisdiction

17.1. Neither DELOS nor the arbitrators nor any employee or agent of either of them nor anyone appointed by them shall be liable for anything done or not done in the discharge or purported discharge of their functions in accordance with these Rules (including the Compliance Reinforcement Mechanism), except to the extent that such limitation of liability is prohibited by applicable law.

17.2. Any party agreeing to arbitration and/or the Compliance Reinforcement Mechanism under these Rules also agrees (i) to submit any related dispute with DELOS (including any employee or agent of DELOS) to the exclusive jurisdiction of the Paris courts and (ii) that the law governing any such dispute shall be French law.

APPENDIX 1
MODEL NOTICE OF ARBITRATION

To start a DELOS arbitration, please complete the model Notice of Arbitration provided below and send it with proof of payment of the Filing Fee to secretariat@delosdr.org and to Respondent, in accordance with Article 3 of the DELOS Rules of Arbitration.

Notice of Arbitration under the DELOS Rules of Arbitration

[Name of Claimant(s)**]**

Vs.

[Name of Respondent(s)**]**

Claimant**[**s**]** hereby submit**[**s**]** this Notice of Arbitration in accordance with Article 3.2 of the DELOS Rules of Arbitration (the "Rules").

1. Parties to the dispute

Claimant**[**s**]** **[**is/are**]** **[**Please set out here the full name and contact details (including e-mail address, postal address, and telephone number) of (i) Claimant and (ii) its legal representative(s) in the arbitration, if any. Please provide a brief description of Claimant's business**]**.

Respondent**[**s**]** **[**is/are**]** **[**Please set out here the full name and contact details (including e-mail address, postal address, and telephone number) of Respondent, and a brief description of Respondent's business**]**.

2. The claim(s)

[Please provide a statement of up to a maximum of ten pages, setting out the background and nature of the dispute, and the issues in dispute. As part of this statement, please indicate whether, and for which issues and to what extent, you expect to require witness and/or expert evidence. In addition to the contract(s) to be provided under section 4 below, you may enclose with your Notice of Arbitration up to ten documents to support your claim(s).**]**

3. Relief sought

[Please state what remedies you are seeking in this arbitration, including the amounts you are claiming or an estimate of the value of your claims. The explanation regarding

why you are seeking this remedy is to be provided in your statement about the dispute, in section 2 above.**]**

4. The arbitration agreement

[Please reference the contract(s) (if any) containing the agreement between the parties to submit the dispute to arbitration, and quote any such arbitration agreements here. Please provide a copy of the contract(s) (if any) with your Notice of Arbitration.

If the contract(s) provide that, before starting an arbitration, Claimant will first issue Respondent with a written invitation to negotiate or mediate, please provide a copy of this invitation.

If you have a DELOS contract registration number for the contract(s), please indicate it here to take the benefit of reduced arbitration costs in accordance with Appendix 7 of the Rules.**]**

5. Governing law

[If the contract(s) contain a governing law clause, please quote that clause here; otherwise, please indicate any proposals you may have as to the applicable rules of law.**]**

6. The Arbitral Tribunal

[Please indicate here any proposals you wish to make regarding the profile and/or qualifications of the member(s) of the Arbitral Tribunal or, if applicable under Article 11.3.a of the Rules, the full name and contact details (including e-mail address, postal address, and telephone number) of your nominated arbitrator.**]**

7. Other procedural matters, to deal with the dispute fairly, expeditiously and at proportionate cost

[Please indicate here any proposals you wish to make to achieve the resolution of the dispute in accordance with the principal purpose of the Rules (see Article 1.2).**]**

8. For the attention of the Respondent

Article 4.1 of the Rules provides as follows: "*From the first business day at the residence or place of business of Respondent following the date of commencement of the arbitration and (deemed) receipt by Respondent of the Notice of Arbitration and of the Filing Fee payment receipt, whichever is latest, Respondent will have 14 days for Tier 1 disputes, 21 days for Tier 2 and Tier 3 disputes or 30 days for Tier 4 disputes to submit a "Notice of Defence" or a "Notice of Defence and Counterclaim", prepared in accordance with Appendix 2. The "Tiers" are set out in the schedule at Appendix 7 and are based on the value of the dispute.*"

[Please sign and date this Notice of Arbitration.**]**

APPENDIX 2
MODEL NOTICE OF DEFENCE (AND COUNTERCLAIM)

To respond to a Notice of Arbitration (and submit any counterclaims), please complete the model Notice of Defence (and Counterclaim) provided below.

Notice of Defence [and Counterclaim] under the DELOS Rules of Arbitration

[Name of Claimant(s)**]**

Vs.

[Name of Respondent(s)**]**

Respondent**[**s**]** hereby submit**[**s**]** this Notice of Defence **[**and Counterclaim**]** in accordance with Article 4.1 of the DELOS Rules of Arbitration (the "Rules").

1. Parties to the dispute

[Please provide here any comments you may have on section 1 of the Notice of Arbitration and indicate the full name and contact details (including e-mail address, postal address, and telephone number) of your legal representative(s) in the arbitration, if any. Please provide a brief description of Respondent's business.**]**

2. The defence

[Please provide a statement of up to a maximum of ten pages, setting out your position on the dispute and the claims (see sections 2 and 3 of the Notice of Arbitration). If you have any comments on section 4 of the Notice of Arbitration, please provide these in a further statement of up to a maximum of ten pages.

As part of the above, please indicate whether, and for which issues and to what extent, you expect to require witness and/or expert evidence.

You may enclose with your Notice of Defence up to ten documents to support each of the two statements above. For the avoidance of doubt, where a document has already been provided by Claimant, it is not necessary to provide it again.**]**

3. The counterclaim

[If you have a counterclaim, please set it out in a statement of up to a maximum of ten pages. You may enclose with your Notice of Defence and Counterclaim up to ten documents to support your counterclaim.**]**

4. Relief sought

[Please state what remedies you are seeking in this arbitration, including the amounts you are counterclaiming or an estimate of the value of your counterclaims.

For the avoidance of doubt, any explanation regarding why you are seeking this remedy is to be provided in your statement about the dispute, in sections 2 and 3 above.**]**

[If you have a DELOS registration number for the contract(s) containing the agreement between the parties to submit the dispute to arbitration and Claimant did not provide this with the Notice of Arbitration, please indicate the contract registration number(s) here to take the benefit of reduced costs in accordance with Appendix 7 of the Rules.**]**

5. Additional comments

[Please provide here any comments or proposals you may have in respect of sections 5-7 of the Notice of Arbitration, namely regarding: the governing law; the profile and/or qualifications of the member(s) of the Arbitral Tribunal or, if applicable under Article 11.3.a of the Rules, the full name and contact details (including e-mail address, postal address, and telephone number) of your nominated arbitrator; and any proposals you wish to make to achieve the resolution of the dispute in accordance with the principal purpose of the Rules (see Article 1.2).**]**

[Please sign and date this Notice of Defence (and Counterclaim).**]**

APPENDIX 3
MODEL NOTICE OF RESPONSE TO COUNTERCLAIM

To respond to a counterclaim contained in a Notice of Defence and Counterclaim, please complete the model Notice of Response to Counterclaim provided below.

Notice of Response to Counterclaim under the DELOS Rules of Arbitration

[Name of Claimant(s)**]**

Vs.

[Name of Respondent(s)**]**

Claimant**[**s**]** hereby submit**[**s**]** this Notice of Response to Counterclaim in accordance with Article 4.4 of the DELOS Rules of Arbitration (the "Rules").

1. Response to the counterclaim

[Please provide a statement of up to a maximum of ten pages, setting out your position on the counterclaim only.

Please indicate whether, and for which issues and to what extent, you expect to require witness and/or expert evidence.

You may enclose with your Notice of Response to Counterclaim up to ten documents to support your position. For the avoidance of doubt, where a document has already been provided by you or by Respondent, it is not necessary to provide it again.**]**

[Please sign and date this Notice of Response to Counterclaim.**]**

APPENDIX 4
MODEL NOTICE OF JOINDER

To request the joinder of an additional party to a DELOS arbitration, please complete the model Notice of Joinder provided below and send it to secretariat@delosdr.org, to the additional party to be joined and to any other party(ies) to the arbitration, in accordance with Article 9 of the DELOS Rules of Arbitration.

Notice of Joinder under the DELOS Rules of Arbitration

[Name of Claimant(s)**]**

Vs.

[Name of Respondent(s)**]**

Vs.

[Name of Additional Party(-ies)**]**

[Claimant(s)**/**Respondent(s)**]** hereby submit**[**s**]** this Notice of Joinder in accordance with Article 9.1 of the DELOS Rules of Arbitration.

1. Summary of the dispute and relief sought

[Please provide a statement of up to a maximum of five pages, setting out the background and nature of the dispute, the issues in dispute and what remedies you are seeking against the Additional Party in this arbitration, including the amounts you are claiming or an estimate of the value of your claims.

In addition to the contract(s) to be provided under section 4 below, you should enclose with your Notice of Joinder the Notice of Arbitration and, where available, the Notice of Defence (and Counterclaim), and you may also enclose up to ten documents to support your statement(s).

For ease of reference, parties are encouraged to refer to the statement(s) made in their respective Notice of Arbitration and/or Notice of Defence (and Counterclaim).**]**

2. Additional Party

The Additional Party is **[**Please set out here the full name and contact details (including e-mail address, postal address, and telephone number) of the Additional Party, and a brief description of the Additional Party's business**]**.

3. Claim(s) against the Additional Party

[Please provide a statement of up to a maximum of ten pages, setting out the background and nature of the dispute, and the issues in dispute against the Additional Party. As part of this statement, please indicate upon which legal basis the Additional Party should be joined to the ongoing DELOS arbitration and any other circumstances that the Arbitral Tribunal may find relevant in deciding upon this application for joinder.

In addition to the document(s) to be provided under sections 1 and 4, you may enclose with your Notice of Joinder up to ten documents to support your claim(s) against the Additional Party.**]**

4. The arbitration agreement

[Please reference the contract(s) (if any) containing the agreement between the parties and the Additional Party to submit the dispute to arbitration, and quote any such arbitration agreements here. Please provide a copy of the contract(s) (if any) with your Notice of Joinder.**]**

5. Governing law

[If the contract(s) contain a governing law clause, please quote that clause here; otherwise, please indicate any proposals you may have as to the applicable rules of law.**]**

6. The Arbitral Tribunal

- Hypothesis 1: the application for joinder is made prior to the confirmation or appointment of the Arbitral Tribunal.

[Please reiterate here any proposals you wish to make regarding the profile and/or qualifications of the member(s) of the Arbitral Tribunal or, if applicable under Article 11.3.a of the DELOS Rules of Arbitration, the full name and contact details (including e-mail address, postal address, and telephone number) of your nominated arbitrator.**]**

- Hypothesis 2: the application for joinder is made after the confirmation or appointment of the Arbitral Tribunal.

[On [date], [DELOS/the parties designated [please provide the full name(s) and contact details (including e-mail address, postal address, and telephone number) of the Arbitral Tribunal] as Arbitral Tribunal in accordance with Article 11 of the DELOS Rules of Arbitration.**]**

7. Additional comments

[Please provide here any comments or proposals you may have in respect of sections 3-6 above, namely regarding: the claim(s) against the Additional Party; the arbitration agreement(s); the governing law; the Arbitral Tribunal; and any proposals you wish to make to achieve the resolution of the dispute in accordance with the principal purpose of the DELOS Rules of Arbitration (see Article 1.2).**]**

[Please sign and date this Notice of Joinder.**]**

APPENDIX 5
MODEL RESPONSE TO NOTICE OF JOINDER

To respond to a Notice of Joinder, please complete the model Response to Notice of Joinder provided below.

Response to Notice of Joinder under the DELOS Rules of Arbitration

[Name of Claimant(s)**]**

Vs.

[Name of Respondent(s)**]**

Vs.

[Name of Additional Party(-ies)**]**

[The Additional Party(-ies)**/**Claimant(s)**/**Respondent(s)**]** hereby submit**[**s**]** this Response to the Notice of Joinder in accordance with Article 9.4 of the DELOS Rules of Arbitration.

1. Additional Party [to be completed by the Additional Party only]

[Please provide here any comments you may have on section 2 of the Notice of Joinder and indicate the full name and contact details (including e-mail address, postal address, and telephone number) of your legal representative(s) in the arbitration, if any. Please provide a brief description of the Additional Party's business.**]**

2. Comments and objections to joinder

[Please provide a statement of up to a maximum of ten pages, setting out your position on the application for joinder (see sections 2 and 3 of the Notice of Joinder). As part of the above, please indicate any comments and/or objections you may have regarding the joinder of the Additional Party including comments and/or objections regarding the jurisdiction of the Arbitral Tribunal over the Additional Party and the claims against the Additional Party referred to at section 3 of the Notice of Joinder.

If you have any comments on section 4 of the Notice of Arbitration, please provide these in a further statement of up to a maximum of ten pages.

You may enclose with your Response to Notice of Joinder up to ten documents to support each of the two statements above. For the avoidance of doubt, where a document has already been provided by a party to the proceedings, it is not necessary to provide it again.**]**

3. The Arbitral Tribunal

- Hypothesis 1: the application for joinder is made prior to the confirmation or appointment of the Arbitral Tribunal.

[Please provide here any comments you may have on Claimant(s)'s/Respondent(s)'s proposals at Section 6 of the Notice of Joinder.

As part of the above, please provide your comments on the constitution of the Arbitral Tribunal, and, if applicable, indicate whether you jointly nominate one of the arbitrators nominated by either Claimant or Respondent.**]**

- Hypothesis 2: the application for joinder is made after the confirmation or appointment of the Arbitral Tribunal.

[Please set out here your position on the composition of the appointed Arbitral Tribunal.

Please confirm your agreement to the constitution of the Arbitral Tribunal pursuant to Article 9.7 of the DELOS Rules of Arbitration.**]**

4. Additional comments

[Please provide here any comments or proposals you may have in respect of sections 3-7 of the Notice of Joinder, namely regarding: the claim(s) against the Additional Party; the arbitration agreement(s); the governing law; the appointment/acceptance of the Arbitral Tribunal; and any proposals you wish to make to achieve the resolution of the dispute in accordance with the principal purpose of the DELOS Rules of Arbitration (see Article 1.2).**]**

[Please sign and date this Response to Notice of Joinder.**]**

APPENDIX 6
COMPLIANCE REINFORCEMENT MECHANISM

(AS OF 1 NOVEMBER 2021)

1. Where parties have agreed to the Compliance Reinforcement Mechanism pursuant to Article 16.2 of the DELOS Rules of Arbitration, in the event that (i) one or more parties fail to comply with an Award in all or in part (the "compliance debtor", as opposed to the "compliance creditor"), (ii) the time-limits for all forms of recourse against the Award have expired at the seat of the arbitration and (iii) the Award has neither been annulled nor overturned at the seat of the arbitration, then the compliance creditor may apply to DELOS to publish a "Compliance Failure Notice".
2. DELOS publishes Compliance Failure Notices on its website.
3. A Compliance Failure Notice includes: (i) the names and nationalities of the parties, the reference of the arbitration, the seat of the arbitration, and the date and designation of the relevant Awards that have not been complied with; (ii) the specific language from the dispositive section of the relevant Award that has not been complied with, whether the compliance failure is in full or partial (without detail), and identification of the compliance creditor and debtor; (iii) statements of up to 200 words each by the compliance creditor and debtor and in any event a reference to the fact that all parties were provided with opportunities to comment on the application and on a draft of the Compliance Failure Notice; and (iv) the date of the application and the date of publication of the Compliance Failure Notice.
4. To request a Compliance Failure Notice, the compliance creditor must:
    a. prepare an application (i) explaining the nature and extent of the failure to comply by the compliance debtor, (ii) provide evidence that compliance has formally been sought from the compliance debtor, (iii) indicate whether the time-limits for all forms of recourse against the Award have expired at the seat of the arbitration, (iv) confirm that the Award has neither been annulled nor overturned at the seat of the arbitration, (v) explain what efforts if any have been made to seek the recognition and enforcement of the Award and (vi) provide a draft of the statement to be included in the Compliance Failure Notice. The compliance creditor should include a copy of the arbitration agreement and of the Award with its application;
    b. pay the application fee in accordance with Appendix 7; and

c. communicate the application, supporting documentation and proof of payment of the application fee to DELOS, the compliance debtor and any other party to the arbitration in like manner to a Notice of Arbitration and Filing Fee.

5. Upon receipt of the application and information about it having been communicated to the compliance debtor and any other party, and following payment of the application fee, DELOS shall request the parties to provide any comments on the application within 21 days including, for the compliance debtor, a draft of the statement it may wish to include with the Compliance Failure Notice.

   a. The compliance creditor will have 7 days within which to respond and provide any update to its statement for the Compliance Failure Notice, and the other parties a further 7 days to provide any final comments and, for the compliance debtor, to provide or update any statement it wishes to include with the Compliance Failure Notice.

   b. DELOS shall then decide whether to publish the Compliance Failure Notice, provide brief reasons for its decision and attach a draft of the Compliance Failure Notice for the parties to comment upon within 7 days from the date on which the draft is communicated to the parties.

   c. Following DELOS's request for comments on the application, failure by any party to participate in the above process shall not prevent DELOS from taking a decision on the application.

6. Following publication of a Compliance Failure Notice, the compliance creditor, compliance debtor or any other party to the arbitration may at any time apply for the notice to be varied or removed.

   a. If the application for removal, or variation in the sense of a reduced extent of non-compliance, is made by the compliance creditor, DELOS shall remove or vary the Compliance Failure Notice and inform the parties of this. The same applies where the compliance creditor and compliance debtor wish to vary their respective statements published with the Compliance Failure Notice.

   b. In all other cases, the application to remove or vary the Compliance Failure Notice should be made in the manner set out at paragraph 4 above and will be decided following the same process.

7. The parties agree that DELOS's decision to publish, not to publish, vary, maintain and/or remove a Compliance Failure Notice shall not constitute an Award nor breach any confidentiality of the arbitration, and that, subject to Article 13.10, any such decision is confidential to the parties. In addition to the waivers and limitations of liability set out in the Rules, which, for the avoidance of doubt, also apply to the discharge or purported discharge of DELOS's functions in accordance with this Appendix 6, the parties agree to waive their right to any form of recourse

against or arising from a decision by DELOS to publish, not to publish, vary, maintain or remove a Compliance Failure Notice and against or arising from the content of a Compliance Failure Notice (as may be varied from time to time), save as provided in these Rules, insofar as such waiver can validly be made.

APPENDIX 7
TIME AND COSTS SCHEDULE

(AS OF 1 NOVEMBER 2021)

1. The Filing Fee referenced at Article 14.1 shall be EUR 450.
2. The time and cost schedule set out overleaf apply where the Tribunal is composed of a sole arbitrator. If the Tribunal is to be composed of a three-member Tribunal, then the costs may be increased by up to double.
3. In accordance with Article 14.4, the costs of the arbitration set out below shall be payable in equal shares by Claimant and by Respondent. Where separate and different arbitration costs have been fixed for the claims and the counterclaims, Claimant and Respondent shall pay the arbitration costs fixed for their respective claims. The amounts paid by the parties for the costs of the arbitration do not yield interest for the parties or for the Tribunal.
4. The time indication corresponds to the indicative duration of time in calendar days to be granted by DELOS from the Time Notification Date until the submission of the draft of the first or next Award by the Tribunal to DELOS.
5. DELOS may from time to time and at its discretion provide for the possibility for parties to register with DELOS their contracts containing a DELOS arbitration clause, including agreements for submitting existing disputes to DELOS arbitration. Where such a contract has been sent to DELOS for registration within six months of having been signed, the registration by DELOS of the contract shall entitle the parties to a 5% reduction on the arbitration costs in the costs schedule overleaf, subject to the applicable floor (the reduction may not result in arbitration costs below the applicable floor).
6. The application fee for the Compliance Reinforcement Mechanism shall be EUR 800 for Awards with a value within Tier 1, EUR 4,200 for Awards with a value within Tier 2, EUR 6,400 for Awards with a value within Tier 3, and EUR 8,600 for Awards with a value within Tier 4.

TIME AND COSTS SCHEDULE

Tier	Value of the dispute (EUR)		Arbitration costs (EUR)			Indicative time
	From	To	Floor	Ceiling		
1	0	20,000	1,200	1,600	+ 8.00% of amount in dispute	60 days
	20,001	50,000	2,000	4,000	+ 8.00% of amount in dispute above EUR 20,000	
	50,001	200,000	4,400	6,400	+ 5.00% of amount in dispute above EUR 50,000	
2	200,001	500,000	8,000	14,000	+ 4.00% of amount in dispute above EUR 200,000	120 days
	500,001	2,000,000	16,000	26,000	+ 3.70% of amount in dispute above EUR 500,000	
	2,000,001	5,000,000	36,000	82,000	+ 2.30% of amount in dispute above EUR 2,000,000	
3	5,000,001	10,000,000	52,000	140,000	+ 1.00% of amount in dispute above EUR 5,000,000	180 days
	10,000,001	20,000,000	60,000	190,000	+ 1.00% of amount in dispute above EUR 10,000,000	
	20,000,001	40,000,000	76,000	290,000	+ 0.55% of amount in dispute above EUR 20,000,000	
4	40,000,001	70,000,000	120,000	400,000	+ 0.55% of amount in dispute above EUR 40,000,000	240 days
	70,000,001	200,000,000	180,000	570,000	+ 0.49% of amount in dispute above EUR 70,000,000	
	200,000,001	+	240,000	1,210,000	+ 0.3% of amount in dispute above EUR 200,000,000	

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