

**AMCHAM** *Arbitration*  
*Brasil* **& Mediation**

ARBITRATION  
RULES

MEDIATION  
RULES

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**STATUTE OF THE  
AMCHAM ARBITRATION  
AND MEDIATION CENTER**

## **SECTION 1 THE AMCHAM ARBITRATION AND MEDIATION CENTER**

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### **Article 1**

The Arbitration and Mediation Center attached to the American Chamber of Commerce for Brazil – São Paulo, hereinafter referred to as the “AMCHAM Arbitration and Mediation Center” or the “Center”, is the department of the American Chamber of Commerce for Brazil – São Paulo responsible for arbitration, mediation and other dispute resolution services.

### **Article 2**

The AMCHAM Arbitration and Mediation Center succeeds the Arbitration Center attached to the American Chamber of Commerce for Brazil – São Paulo.

### **Article 3**

The AMCHAM Arbitration and Mediation Center administers the resolution of disputes through arbitration and mediation pursuant to the Statute and the Rules of the Center. The Center administers other dispute resolution proceedings such as conciliation, negotiation, dispute boards etc. The Center also carries out its functions in accordance with the Annexes, which constitute part of the Statute and of the Rules of the Center.

### **Article 4**

The AMCHAM Arbitration and Mediation Center consists of a Secretariat, with the offices in São Paulo, and an Advisory Council.

## **SECTION 2 THE SECRETARIAT**

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### **Article 5 The Secretariat of the Center**

- 5.1. The Secretariat of the Center integrates a Secretary General, an Executive Secretary and other personnel, as necessary.
- 5.2. The Secretary General is appointed by the Executive Director of the American Chamber of Commerce for Brazil – São Paulo. The Secretary General:
  - (a) represents the AMCHAM Arbitration and Mediation Center;
  - (b) convenes the meetings of the Advisory Council and maintains the permanent communication with the Advisory Council;
  - (c) applies and ensures the appliance of the Statute and of the Rules of the Center;
  - (d) issues and approves decisions and complementary norms for the application of the Rules of the Center;
  - (e) answers questions and offers guidance in the application of the Statute and of the Rules of the Center;
  - (f) carries out any other duties in accordance with the Statute and the Rules of the Center.
- 5.3. The Executive Secretary of the AMCHAM Arbitration and Mediation Center carries out secretariat role in the activities of the Center and in the arbitral proceedings, together with the personnel of the Center, including:
  - (a) keeping the files of the arbitral proceedings;
  - (b) sending notifications and communications provided for in the Rules;
  - (c) keeping and administering the documents of the arbitral proceedings;
  - (d) carrying out any duties conferred by the Secretary General of the Center.
- 5.4. The Secretariat shall designate one of its members to act as secretary in the proceedings administered by the Center.

## **SECTION 3 THE ADVISORY COUNCIL**

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### **Article 6 The Structure of the Advisory Council**

- 6.1. The Advisory Council of the AMCHAM Arbitration and Mediation Center is composed of 9 (nine) members, with individual terms of office of 3 (three) years.
- 6.2. The mandate of any member of the Advisory Council may be extended once, for a period of 3 (three) years.
- 6.3. The members of the Advisory Council are confirmed by the Executive Director of the American Chamber of Commerce for Brazil - São Paulo, after their nomination by the members of the Advisory Council and by the Secretariat of the Center.
- 6.4. When the nominated members of the Advisory Council are not confirmed by the Executive Director of the American Chamber of Commerce for Brazil - São Paulo, the procedure of appointment shall be reinitiated, while the terms of office of the members to be replaced shall be extended until the new members take office. When a member of the Advisory Council is prevented from carrying out his/her duties, a new member shall be nominated for the remaining term in accordance with the procedure provided for by Articles 6.3. and 6.4. of this Statute.
- 6.5. In exceptional circumstances, a member of the Advisory Council may be released from his/her duties. The governing body of the American Chamber of Commerce for Brazil - São Paulo shall decide on this issue. The nomination of a new member shall be made in accordance with Article 6.3. and 6.4. of this Statute.
- 6.6. The members of the Advisory Council shall elect, by majority of votes, the President and the Vice-

President of the Advisory Council. The President and the Vice-President shall have individual terms of office of 1 (one) year, consecutive reelection being possible only once.

- 6.7. The members of the Advisory Council are individuals with legal capacity, good reputation and high moral standards, specialized in arbitration, mediation or other dispute resolution services administered by the Center, Brazilians or non-Brazilians. The members of the Advisory Council are not remunerated.
- 6.8. The members of the Advisory Council may act as arbitrators, mediators, conciliators or representatives of the parties in the proceedings administered by the Center. In these circumstances, the member in question shall abstain from participating in the decisions related to such proceedings.

## **Article 7**

### **The Role of the Advisory Council**

- 7.1. The Advisory Council shall assist the AMCHAM Arbitration and Mediation Center, in accordance with the Statute and the Rules of the Center. The Advisory Council contributes to the growth of the AMCHAM Arbitration and Mediation Center, constantly informing the Secretariat of the Center of the developments in arbitration, mediation and other dispute resolution services administered by the Center.
- 7.2. The President of the Advisory Council or the Vice-President, in the absence of the first, shall supervise the activities of the Advisory Council and maintain the communication with the Secretariat of the Center.
- 7.3. The other members of the Advisory Council shall perform the functions conferred by the President of the Advisory Council.
- 7.4. The Advisory Council may delegate the exercise of one or more functions to the Secretary General of the Center.



## **Article 8**

### **The Meetings of the Advisory Council**

- 8.1. The Advisory Council shall be convened in at least two annual meetings, with a quorum of 5 (five) members.
- 8.2. The Advisory Council shall be convened in other meetings, in accordance with the provisions of the Rules of the Center or when requested by the Secretariat of the Center, with the observance of the quorum mentioned above. When the physical meeting is not possible, the Secretariat of the Center shall be provided with the minutes of the meeting, including the cast of the votes of the members of the Advisory Council, if applicable.
- 8.3. The President of the Advisory Council, with the support of the Secretariat of the Center, shall convene and supervise the meetings of the Advisory Council.
- 8.4. The meetings of the Advisory Council are open only to the members of the Council, to the personnel of the Secretariat of the Center and to the Executive Director of the American Chamber of Commerce for Brazil - São Paulo. The Executive Director of the American Chamber of Commerce for Brazil - São Paulo shall receive the copy of the minutes of the meetings of the Advisory Council.
- 8.5. The decisions of the Advisory Council are taken by the majority of the votes. In the absence of the majority, the vote of the President or of the Vice-President, in the absence of the President, shall prevail.

## **SECTION 4 MISCELLANEOUS**

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### **Article 9**

#### **Amendment of the Statute and of the Rules of the Center**

The Statute and the Rules of the AMCHAM Arbitration and Mediation Center may be amended from time to time and submitted for approval to the Executive Director and to the Legal Counsel of the American Chamber of Commerce for Brazil – São Paulo. The Secretariat of the Center, with the assistance of the Advisory Council, shall suggest the required amendments.

### **Article 10**

#### **Confidentiality**

The activities and documents of the AMCHAM Arbitration and Mediation Center, including the hearings, meetings of the Advisory Council etc., are confidential. The confidentiality shall be observed by the personnel of the Center, the members of the Advisory Council and by any other persons with access to the activities and documents of the Center.

### **Article 11**

#### **Cooperation Agreements**

The AMCHAM Arbitration and Mediation Center may become affiliated or enter into cooperation agreements with other institutions from Brazil and from abroad.

### **Article 12**

#### **The Center and the American Chamber of Commerce for Brazil – São Paulo**

The American Chamber of Commerce for Brazil – São Paulo provides the administrative support for the activities of the Center.

### **Article 13**

#### **Entry into Force**

This Statute shall enter into force on 5 March 2014.





# ARBITRATION RULES

## **ARTICLE 1 DEFINITIONS**

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In these present Rules,

- (a) “Claimant” refers to the Party requesting the commencement of arbitral proceedings by way of a Request for Arbitration;
- (b) “Respondent” refers to the Party replying to the Request for Arbitration;
- (c) “Party” or “Parties” refers to Claimant(s) and Respondent(s);
- (d) “Claimant” and “Respondent” includes one or more claimants and respondents;
- (e) “Arbitral Tribunal” refers to the arbitral tribunal constituted of one or three arbitrators;
- (f) “Arbitral Award” refers to the final or partial arbitral award;
- (g) “Center” or “AMCHAM Arbitration and Mediation Center” refers to the Arbitration and Mediation Center attached to the American Chamber of Commerce for Brazil – São Paulo;
- (h) “Rules” refers to these Rules of Arbitration;
- (i) “Secretariat” or “Secretariat of the Center” refers to the Secretariat of the AMCHAM Arbitration and Mediation Center;
- (j) “Advisory Council” refers to the Advisory Council of the AMCHAM Arbitration and Mediation Center.

## **ARTICLE 2 GENERAL PROVISIONS**

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- 2.1. All disputes related to transferable patrimonial rights may be subject to arbitration, whereas the Parties involved shall comply with these Rules and the applicable law.
- 2.2. Any amendment to these Rules that has been agreed upon by the Parties shall only be applicable to the case at hand.
- 2.3. In case of conflict between these Rules and the provisions of the mandatory applicable law related to arbitration, the mandatory provisions shall prevail.

## **ARTICLE 3 COMMENCEMENT OF ARBITRATION**

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- 3.1. The Party wishing to have recourse to arbitration according to these Rules shall submit its Request for Arbitration, in writing, to the Secretariat of the Center.
- 3.2. The Request for Arbitration shall contain the following information:
  - (a) the name in full, description, address and other contact details of each Party;
  - (b) the name in full, description, address and other contact details of the representatives of the Claimant and the power of attorney for these representatives containing the express power to sign the Terms of Reference and other documents in the arbitral proceedings;
  - (c) the relevant agreements and the arbitration agreement;
  - (d) a summary containing the description of the dispute and of the basis upon which the claims are made;
  - (e) the value of the claims;

(f) any relevant information concerning the nomination of arbitrator, the language of the arbitration, the place of arbitration or any other circumstances of the arbitral proceedings.

- 3.3. Together with the Request for Arbitration, the Claimant may submit any document that may contribute to the resolution of the dispute.
- 3.4. The Claimant shall submit, together with the Request for Arbitration, the number of copies of the Request sufficient for each Party, each arbitrator and the Secretariat of the Center, including of the documents attached thereto.
- 3.5. The Claimant shall make the payment of the Registration Fee provided for by the Table of Costs and Fees of the Arbitral Proceedings, in force on the date of the submission of the Request.
- 3.6. The Claimant shall receive a registered copy of the Request for Arbitration, as soon as the Claimant complies with the requirements of Article 3 of these Rules. The Secretariat shall transmit a copy of the Request and of the documents attached thereto to the Respondent.
- 3.7. Arbitration is commenced on the date the Secretariat registers the Request for Arbitration.

## **ARTICLE 4**

### **ANSWER TO THE REQUEST FOR ARBITRATION. COUNTERCLAIMS**

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- 4.1. Within 30 (thirty) days from the receipt of the Request for Arbitration, the Respondent shall submit its Answer to the Request for Arbitration.
- 4.2. The Answer to the Request for Arbitration shall contain the following information:
  - (a) the name in full, description, address and other contact details of the Respondent;
  - (b) the name in full, description, address and other contact details of the representatives of the Respondent and the power of attorney for these representatives containing the express power to sign the Terms of Reference and other documents in the arbitral proceedings;
  - (c) its response to the dispute and to the basis upon which the claims are made;
  - (d) any relevant information concerning the nomination of arbitrator, the language of the arbitration, the place of arbitration or any other circumstances of the arbitral proceedings.
- 4.3. Together with the Answer to the Request for Arbitration, the Respondent may submit any document that may contribute to the resolution of the dispute.
- 4.4. Any Counterclaim may only be submitted with the Answer to the Request for Arbitration and shall contain the following information:
  - (a) a summary of the nature of the dispute giving rise to the counterclaim, as well as the basis of the counterclaim;
  - (b) the claims and their monetary value;
  - (c) the relevant agreements and the arbitration agreement.
- 4.5. Together with the Counterclaim, the Respondent may submit any document that may contribute to the resolution of the dispute.



- 4.6. The Respondent shall submit, together with the Answer to the Request for Arbitration, the number of copies of the Answer sufficient for each Party, each arbitrator and the Secretariat of the Center, including copies of the documents attached thereto. If the Counterclaim is submitted separately, the Respondent shall submit the number of copies provided for in this Article.
- 4.7. Where Counterclaim is submitted, the Respondent shall make the payment of the Registration Fee provided for by the Table of Costs and Fees of the Arbitral Proceedings, in force on the date of the submission of the Counterclaim.
- 4.8. The Respondent shall receive a registered copy of the Answer to the Request for Arbitration and of the Counterclaim, as soon as the Respondent complies with the requirements of Article 4 of these Rules. The Secretariat shall transmit to the Claimant a copy of the Answer to the Request for Arbitration and of the documents attached thereto and of the Counterclaim and of the documents attached thereto, if in separate documents, after the Answer to the Request for Arbitration and the Counterclaim are registered.
- 4.9. The Claimant shall submit its Answer to the Counterclaim within 30 (thirty) days from the date of the receipt of the Counterclaim.

## **ARTICLE 5**

### **THE ARBITRATION AGREEMENT**

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- 5.1. The Parties may submit the resolution of their disputes to arbitration on the basis of an arbitration clause or of a submission agreement.
- 5.2. The arbitration clause shall be in writing and inserted in a contract or other document. The arbitration clause is separate from the contract in which it is inserted and the alleged invalidity or unenforceability of the contract shall not automatically trigger the invalidity or unenforceability of the arbitration clause, and, consequently, the lack of jurisdiction of the Arbitral Tribunal.
- 5.3. The Parties may agree to submit their existing disputes to arbitration, pursuant to these Rules, based on a submission agreement.
- 5.4. The objections as to the existence, validity and scope of the arbitration agreement, as well as to the jurisdiction of the Arbitral Tribunal pursuant to the arbitration agreement, shall be raised in the Answer to the Request for Arbitration and shall be decided upon by the Arbitral Tribunal pursuant to these Rules.

## **ARTICLE 6 THE ARBITRATORS**

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- 6.1. The arbitrators must be and remain impartial and independent of the Parties involved in the arbitration.
- 6.2. Any individual with legal capacity and trusted by the Parties, without restrictions as to his/her nationality, may act as arbitrator.
- 6.3. Before appointment, the prospective arbitrator shall submit with the Secretariat his/her Curriculum Vitae and shall reply to the Questionnaire concerning his/her Independence, Impartiality and Availability. The prospective arbitrator shall also sign the Statement of Independence, Impartiality and Availability. The Secretariat shall provide to the Parties the information submitted by the prospective arbitrator.
- 6.4. During the arbitral proceedings, the prospective arbitrator or the appointed arbitrator shall disclose in writing, to the Secretariat of the Center, any facts or circumstances which may give rise to any doubts as to his/her independence and impartiality.
- 6.5. The arbitrators undertake to carry out their duties in accordance with the mandate granted by the Parties and by the Rules of the Center.

## ARTICLE 7 CHALLENGE OF ARBITRATORS

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- 7.1. A Party may challenge the nomination or the appointment of an arbitrator for alleged lack of independence and impartiality or for other similar reasons. The interested Party shall submit the challenge, in writing, with the Secretariat of the Center, identifying the circumstances giving rise to the Request for Challenge and the manner in which these circumstances reflect on the impartiality and independence of the nominated or appointed arbitrator.
- 7.2. The Party shall submit the request, under the sanction of being rejected, within 10 (ten) days from the receipt by the Party making the challenge of the information under Article 6.3 of these Rules or from the date when the Party making the challenge was informed of the facts giving rise to the Request for Challenge, if this is a subsequent date.
- 7.3. The Secretariat shall transmit the Request for Challenge to the other Party and to the members of the Arbitral Tribunal, if necessary, and give them the opportunity to submit their comments on the challenge within 10 (ten) days as of the receipt of the Request for Challenge. The Secretariat shall transmit to the Party making the challenge the response of the other Party and of the arbitrators.
- 7.4. The Advisory Council of the AMCHAM Arbitration and Mediation Center shall decide on the Request for Challenge within 10 (ten) days as of the receipt of the documents mentioned in Article 7.3. of these Rules. The Secretariat of the Center shall communicate the decision of the Advisory Council to the Parties and to the members of the Arbitral Tribunal.
- 7.5. While a decision on the Request for Challenge is expected, the arbitral proceedings shall continue with the challenged arbitrator, but any partial or final Arbitral Award may only be rendered after the decision on the Request for Challenge.

## **ARTICLE 8 REPLACEMENT OF ARBITRATORS**

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- 8.1. An arbitrator shall be replaced upon death or when he/she is incapable of fulfilling his/her functions, upon resignation or upon the acceptance by the Advisory Council of the Request for Challenge, pursuant to Article 7 of these Rules. The appointment of a replacing arbitrator shall be made in accordance with Article 9 of these Rules.
- 8.2. The Secretary General of the Center, with the agreement of the Parties, may replace an arbitrator when he/she finds himself/herself in exceptional circumstances which affect the fulfillment of his/her duties in accordance with these Rules. In this case, the other arbitrators shall have the opportunity to submit their comments.
- 8.3. When the Arbitral Tribunal closed the evidentiary phase, the Secretary General, after receiving the views of the other members of the Arbitral Tribunal and of the Parties, shall decide on replacing the arbitrator who passed away, became incapable of fulfilling his/her functions, whose challenge was accepted by the Advisory Council, who resigned or was replaced for finding himself/herself in exceptional circumstances, or on continuing the arbitral proceedings with the remaining arbitrators.

## **ARTICLE 9**

### **THE CONSTITUTION OF THE ARBITRAL TRIBUNAL**

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- 9.1. The dispute shall be decided by an Arbitral Tribunal in accordance with the agreement of the Parties.
- 9.2. Where the Parties have not agreed on the number of arbitrators, the Arbitral Tribunal shall consist of three arbitrators, unless the Secretary General of the Center decides that the Arbitral Tribunal shall consist of one arbitrator, based on the value of the dispute and its complexity.
- 9.3. Where the Parties have agreed that the dispute shall be heard by a sole arbitrator or when decided so by the Secretary General, the Parties shall jointly nominate the sole arbitrator. If the Parties fail to nominate the sole arbitrator within 10 (ten) days as of the receipt of the Answer to the Request for Arbitration by the Claimant, the Secretary General of the Center shall nominate the sole arbitrator.
- 9.4. Where the Parties have agreed upon an Arbitral Tribunal constituted of three arbitrators or when they failed to agree on the number of arbitrators, each Party shall nominate an arbitrator in the Request for Arbitration and in the Answer to the Request for Arbitration. If a Party fails to nominate an arbitrator, this shall be nominated by the Secretary General of the Center within a period of 10 (ten) days. The third arbitrator, who will preside the Arbitral Tribunal, shall be nominated by the two co-arbitrators. In the absence of the agreement of the co-arbitrators within a period of 10 (ten) days as of the receipt of the last appointment of co-arbitrator, the Secretary General of the Center shall nominate the third arbitrator. The Requests for Challenge submitted in accordance with Article 7 of these Rules shall be taken into consideration for the purpose of the time limits in the constitution of the Arbitral Tribunal.
- 9.5. Where there are multiple Claimants or multiple Respondents, the multiple Claimants, jointly, and

the multiple Respondents, jointly, shall nominate an arbitrator, except when the Arbitral Tribunal consists of a sole arbitrator. Where the Parties fail to nominate the arbitrators, the Secretary General of the Center shall nominate the arbitrators pursuant to Article 9 of these Rules.

- 9.6. The arbitrators nominated by the Parties or by the Secretary General of the Center shall be appointed by the Advisory Council as long as the documents mentioned under Article 6.3. contain no qualification which might affect the independence, impartiality and availability of the prospective arbitrator.
- 9.7. The Arbitral Tribunal is deemed to be constituted with the appointment of the president of the Arbitral Tribunal or of the sole arbitrator.

## ARTICLE 10 THE ARBITRAL PROCEEDINGS

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- 10.1. The Secretariat of the Center shall transmit the file to the Arbitral Tribunal as soon as the costs of arbitration up until this phase have been paid in accordance with these Rules.
- 10.2. The Parties may be represented in the proceedings by regularly appointed representatives and the respective power of attorney shall be submitted and filed with the Secretariat of the Center.
- 10.3. The arbitral proceedings shall be conducted by the Parties and the arbitrators in an expeditious and effective manner, having regard to the complexity of the dispute.
- 10.4. In all cases, the principles of contradictoriness and equality shall be observed.
- 10.5. In the absence of the agreement of the Parties or of a decision of the Arbitral Tribunal to the contrary, the Claimant shall submit its Statement of Claims within 30 (thirty) days as of the signature of the Terms of Reference pursuant to Article 11 of the Rules.
- 10.6. In the absence of the agreement of the Parties or of a decision of the Arbitral Tribunal to the contrary, the Respondent shall have 30 (thirty) days as of the receipt of the Statement of Claims to submit the Statement of Defense.
- 10.7. In the absence of the agreement of the Parties or of a decision of the Arbitral Tribunal to the contrary, the Claimant shall have 15 (fifteen) days to submit the Answer to the Statement of Defense and the Respondent shall have 15 (fifteen) days to submit the Rejoinder.
- 10.8. The Arbitral Tribunal shall determine the place of arbitration in the absence of the agreement of the



Parties. The Arbitral Tribunal may conduct hearings at any location it considers appropriate.

- 10.9. In the absence of the agreement of the Parties, the Arbitral Tribunal shall determine the language of the arbitration.
- 10.10. The Arbitral Tribunal, upon the request of the Parties or on its own initiative, may determine the suspension of the arbitral proceedings. If the Arbitral Tribunal is not constituted, the Secretary General of the Center shall decide upon any request or on any ground of suspension of arbitral proceedings.
- 10.11. Upon the request of any Party and when the Parties have agreed with the consolidation, the Secretary General of the Center may approve the consolidation of two or more arbitral proceedings which are pending, if the same arbitrators were appointed in the proceedings to be consolidated.
- 10.12. Any objections as to the non-compliance with these Rules or with the law applicable to arbitration shall be promptly raised by the Parties at their first opportunity. The failure of the Parties to do so shall be deemed as a waiver of the right to object.

## ARTICLE 11 THE TERMS OF REFERENCE

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- 11.1. The Arbitral Tribunal, together with the Secretariat of the Center, shall draft the Terms of Reference before submitting it to a final discussion with the Parties.
- 11.2. The Terms of Reference shall contain, among others, the following:
- (a) the name in full, description, address and other contact details of each Party;
  - (b) the name in full, description, address and other contact details of their representatives;
  - (c) the name in full, qualifications, address and other contact details of the arbitrators;
  - (d) a summary of the dispute, the Parties' claims and their value;
  - (e) the liability for the costs of the arbitration, including the arbitrators' fees;
  - (f) the applicable procedural rules, and if applicable, the authorization to decide *ex aequo et bono*;
  - (g) the place of arbitration;
  - (h) the language of the proceedings.
- 11.3. The Terms of Reference shall be signed by the Parties and the Arbitral Tribunal, as well as by two witnesses within 3 (three) months after the transmission of the file in accordance with Article 10.1 of these Rules. The period mentioned above may be extended by the Arbitral Tribunal on exceptional grounds. The absence of the signature of one of the Parties on the Terms of Reference shall not prevent the course of the arbitral proceedings.

## **ARTICLE 12 NOTIFICATIONS, COMMUNICATIONS AND TIME LIMITS**

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- 12.1. Unless otherwise expressly agreed by the Parties, all notifications and communications shall be made in writing, and supplied in a number of copies sufficient for the Parties, the arbitrators and the Secretariat, and shall be delivered to the Parties or their representatives and to the arbitrators, at the indicated addresses, in person or by prepaid mail distribution services or by registered mail with delivery receipt.
- 12.2. Unless otherwise expressly agreed by the Parties, the notifications and communications shall be deemed to be made on the date of registration of the hard copies. The notifications and communications mentioned above shall be registered with the Secretariat of the Center, from Monday to Friday, between 9:00-12:30 and 14:00-17:00. The registered notifications and communications shall be forwarded by the Secretariat to the addressees within 5 (five) days.
- 12.3. The time limits provided for by the Rules, by the Arbitral Tribunal or by the Secretariat shall start to run on the first business day following the receipt of the communication or notification, pursuant to Article 12.2. Official holidays and non-business days are included in the calculation of the period. If the last day of the time limit is a non-business day or a holiday, the time limit shall expire at the end of the first next business day.
- 12.4. The time limits shall not include the collective holidays of the American Chamber of Commerce for Brazil - São Paulo, which shall be communicated to the interested parties as soon as possible.

## ARTICLE 13

### PRODUCTION OF EVIDENCE

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- 13.1. The Arbitral Tribunal shall proceed as soon as possible to establish the facts of the case by deciding on the production of the evidence requested by the Parties or of the evidence it considers appropriate.
- 13.2. When hearing is to be held, the Arbitral Tribunal shall summon the Parties, the witnesses and the experts, if case may be, for the hearing at the place, date and time fixed in advance.
- 13.3. The Arbitral Tribunal may proceed to inspections outside the place of arbitration, case in which it shall communicate to the Parties the date, time and place for them to attend the inspection. Within 10 (ten) days after the completion of the inspection, the Arbitral Tribunal shall provide the terms of the inspection, containing a summary of the findings, and which shall be immediately forwarded to the Parties.
- 13.4. The Arbitral Tribunal may require the Parties to produce additional evidence.
- 13.5. Unless a hearing is expressly requested for by the Parties, the Arbitral Tribunal may decide the dispute based on the documents submitted by the Parties.
- 13.6. The arbitral proceedings shall continue in the absence of any of the Parties, provided that the Party is duly summoned but fails to appear; nevertheless, the Arbitral Award cannot be based solely on this absence of the Party.
- 13.7. After the evidentiary phase is concluded, the Parties shall have the opportunity to present their final submissions to the Arbitral Tribunal within 15 (fifteen) days, unless otherwise agreed by the Parties or decided by the Arbitral Tribunal. Besides these final submissions, no other submission may be made or evidence produced, unless requested or authorized by the Arbitral Tribunal.

## **ARTICLE 14**

### **CONSERVATORY AND INTERIM MEASURES**

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- 14.1. The Arbitral Tribunal may, at the request of a Party, order any conservatory and interim measures.
- 14.2. If there is urgency and the Arbitral Tribunal has not yet been constituted, the Parties may seek conservatory and interim measures from the competent judicial authority. The Party seeking the judicial measure shall immediately inform the Secretariat of the Center of this request. As soon as the Arbitral Tribunal is constituted, the Arbitral Tribunal may amend or revoke the measure granted by the judicial authority, at the request of a Party.
- 14.3. The Parties shall comply with the measure ordered by the Arbitral Tribunal. When a Party fails to comply with the order, the Arbitral Tribunal or the interested Party may request the competent judicial authority to enforce it.

## ARTICLE 15 THE ARBITRAL AWARD

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- 15.1. The Arbitral Tribunal may issue partial and final Arbitral Awards.
- 15.2. The Arbitral Tribunal may decide part of the dispute by a partial Arbitral Award.
- 15.3. If the Parties reach a settlement during the arbitral proceedings, they can request that the agreement be recorded in the form of an Arbitral Award.
- 15.4. Where one of the Parties pays the costs of arbitration owed by the other Party, pursuant to Article 17.2., the interested Party may request the Arbitral Tribunal to issue a partial Arbitral Award on the liability of the defaulting Party for the costs of the arbitration.
- 15.5. The Arbitral Tribunal shall issue the final Arbitral Award within 8 (eight) months as of the signature of the Terms of Reference, pursuant to Article 11 of these Rules. The Arbitral Tribunal may extend this period in justified circumstances.
- 15.6. The Arbitral Award shall be made by a majority decision, each arbitrator being entitled to cast 1 (one) vote. If there is no majority, the vote of the president of the Arbitral Tribunal shall prevail. The dissenting arbitrator may state the reasons of his/her opinion, which shall be attached to the Arbitral Award.
- 15.7. The president of the Arbitral Tribunal, or the arbitrator indicated by the president, shall draft the Arbitral Award. The president of the Arbitral Tribunal shall certify the impossibility or refusal of one or more arbitrators to sign the Arbitral Award.
- 15.8. The Arbitral Award must contain:

- (a) a report which shall include the names of the Parties and the summary of the dispute;
- (b) the reasons on which the decision is based, with the analysis of the factual and legal questions, including any express reference as to whether the arbitrators decided *ex aequo et bono*;
- (c) the decision, wherein the arbitrators shall resolve all issues submitted to them and grant a term for the compliance with such decision, if deemed necessary; and
- (d) the date and place of the Arbitral Award.

15.9. The Secretariat of the Center shall make available the Arbitral Award to the Parties after the full payment of the costs of the arbitration by the Parties or by one of the Parties.

15.10. The Secretariat of the Center may provide authenticated copies of the Arbitral Award, by the Secretariat, when so requested.

15.11. The Secretariat of the Center shall keep in its records an original of the Arbitral Award,

15.12. The Arbitral Award is final and the Parties shall comply with the Award without delay.

## **ARTICLE 16**

### **CORRECTION AND INTERPRETATION OF THE AWARD**

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- 16.1. The Arbitral Tribunal, on its own motion or upon request of the Parties submitted within 10 (ten) days as of the receipt of the hard copy of the Arbitral Award, may correct any clerical or typographical error, errors in computation or any other similar errors, may clarify any obscure terms, questions or contradictions in the Arbitral Award, or may decide on an issue omitted from the Arbitral Award.
- 16.2. The Arbitral Tribunal shall issue its decision in 10 (ten) days, amending, if necessary, the Arbitral Award.

## **ARTICLE 17**

### **THE COSTS OF ARBITRATION**

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- 17.1. The Parties shall pay the arbitrators' fees, the additional costs and the administrative monthly fees of the Center related to their arbitral proceedings. The Secretariat of the Center shall regularly inform the Parties of the amounts which should be provisioned in the proceedings.
- 17.2. Should one of the Parties refuse to deposit the amount incumbent upon it, the other Party shall advance the due amount, otherwise the arbitral proceedings shall be deemed as terminated. The Secretary General of the Center may set a time limit for the Parties to comply with their payment obligations, before terminating the proceedings. Until the due amount is paid, the proceedings remain suspended.
- 17.3. The Table of Costs and Fees of the Arbitral Proceedings may be revised on a regular basis by the Secretariat of the Center, with the approval of the Executive Director of the American Chamber of Commerce for Brazil - São Paulo.



- 17.4. In exceptional circumstances, the Secretariat of the Center, with the approval of the Executive Director of the American Chamber of Commerce for Brazil - São Paulo, may fix the fess mentioned in the above Table at a lower or higher figure, if necessary.
- 17.5. The Arbitral Tribunal shall decide, in the Arbitral Award, on the liability of the Parties for the payment of the costs of arbitration, including the arbitrators' fees and the other expenses incurred in the proceeding.
- 17.6. When the arbitral proceedings are terminated before the Arbitral Award, the Arbitral Tribunal or the Secretary General of the Center, where the Arbitral Tribunal is not constituted, shall determine the costs of arbitration in accordance with Article 17.5.
- 17.7. Annex II contains the additional rules concerning the payment of the costs of arbitration and constitutes part of these Rules. The Table of Costs and Fees of the Arbitral Proceedings constitutes part of these Rules and shall be made available to the Parties and published on the web site of the AMCHAM Arbitration and Mediation Center.

## **ARTICLE 18 CONFIDENTIALITY AND LIABILITY**

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- 18.1. Unless otherwise agreed by the Parties or decided so by the Arbitral Tribunal, the arbitral proceedings are confidential and the personnel of the AMCHAM Arbitration and Mediation Center, the arbitrators, the Parties and any other persons that may be involved in the proceedings are prohibited from releasing any information related thereto, except with the written authorization to that effect given by all Parties.
- 18.2. The personnel of the AMCHAM Arbitration and Mediation Center shall not be liable to any party for any acts or omissions in connection with the arbitral proceedings, unless the mandatory provisions of the applicable law provide otherwise.

## **ARTICLE 19 ENTRY INTO FORCE**

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- 19.1. These Rules shall enter into force on 9 October 2014.
- 19.2. These Rules shall govern the proceedings commenced after its entry into force.





# MEDIATION RULES

## **ARTICLE 1 GENERAL RULES**

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- 1.1. Mediation is the activity performed by a neutral third party, the mediator, who facilitates the communication between the Parties and conducts the mediation proceedings in a manner that enables the Parties to reach a settlement agreement for the resolution of their dispute.
- 1.2. The present Mediation Rules shall apply where agreed so by the Parties to a mediation procedure.

## **ARTICLE 2 REQUEST FOR MEDIATION**

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- 2.1. Where the Parties agreed to submit the dispute to resolution pursuant to these Rules, the Party or the Parties shall present the Request for Mediation to the Arbitration and Mediation Center attached to the American Chamber of Commerce for Brazil – São Paulo (the “AMCHAM Arbitration and Mediation Center” or the “Center”). The Request for Mediation may also be submitted with the Center by any of the Parties, even in the absence of a prior agreement between them in this respect.
- 2.2. The Request for Mediation shall contain the following information:
  - (a) the name in full, description, address and other contact details of each Party;
  - (b) the name in full, description, address and other contact details of the representatives of the Parties and the power of attorney for these representatives containing the express power to sign the settlement agreement and other documents in the mediation proceedings;
  - (c) the agreement of the Parties to submit the dispute to mediation, according to these Rules, if applicable;
  - (d) a summary containing the description of the

dispute and the value of the claims;

- (e) any relevant information concerning the nomination of mediator, the language of the mediation, the place of meetings during the mediation proceedings or any other circumstances relevant to the mediation proceedings, including any time limit for the termination of the proceedings.

- 2.3. Together with the Request for Mediation, the Party or the Parties shall make the payment of the Registration Fee provided for by the Table of Costs and Fees of the Mediation Proceedings, in force on the date of the submission of the Request.
- 2.4. The Request for Mediation shall be submitted in a number of copies sufficient for each Party, the mediator and the Secretariat of the Center, including copies of the documents attached thereto. The Party or the Parties shall receive a registered copy of the Request for Mediation after the payment of the Registration Fee.
- 2.5. Mediation is commenced on the date the Secretariat registers the Request for Mediation.
- 2.6. Where the Request for Mediation is submitted by one of the Parties, the other Party shall have a period of 2 (two) days to adhere to the mediation proceedings.

## **ARTICLE 3 THE MEDIATOR**

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- 3.1. The mediator must be and remain impartial and independent of the Parties involved in the mediation proceedings. Any individual with legal capacity and trusted by the Parties, pursuant to the applicable laws, may act as mediator.
- 3.2. The mediator may not act or have acted as a judge, arbitrator, expert, representative of the Parties, witness or similar, in proceedings related to the dispute submitted to mediation.
- 3.3. The mediator shall conduct the mediation in a manner which enables the Parties to voluntarily reach a settlement agreement. The mediator may not impose a settlement agreement on the Parties.
- 3.4. The mediator may convene separate meetings (caucuses) with each Party, without the other Party being present.
- 3.5. The Parties may jointly nominate the mediator in the Request for Mediation, or in a subsequent submission within 8 (eight) days as of the commencement of the proceedings.
- 3.6. Based on the complexity of the dispute, the Parties may indicate more than one mediator.
- 3.7. If the Parties fail to jointly nominate the mediator within the period mentioned at Article 3.5., the Secretary General of the Center shall nominate the mediator.
- 3.8. Before appointment, the person indicated by the Parties or by the Secretary General of the Center to act as mediator shall submit with the Secretariat of the Center his/her Curriculum Vitae and shall reply to the Questionnaire concerning his/her Independence, Impartiality and Availability. The prospective mediator shall also sign the Statement

of Independence, Impartiality and Availability. The Secretariat shall provide to the Parties the information submitted by the prospective mediator.

- 3.9. The nominated mediator shall be appointed by the Advisory Council of the Center with a period of 2 (two) days, as long as there is no reservation as to his/her independence, impartiality and availability. Where such reservation is made, the Parties should have the opportunity to comment on this and replace the mediator or request the Secretary General of the Center to replace the mediator within the period mentioned at Article 3.5.



## **ARTICLE 4 CONDUCT OF THE MEDIATION PROCEEDINGS**

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- 4.1. Each Party shall act in good faith during the mediation proceedings.
- 4.2. Following the appointment, and taking into consideration the Request for Mediation, the mediator shall provide the Parties with the agenda describing the manner in which the mediation shall be conducted.

## **ARTICLE 5 TERMINATION OF THE PROCEEDINGS**

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- 5.1. The mediation proceedings shall terminate:
  - (a) with the signing by the Parties of the settlement agreement;
  - (b) with the notification in writing by the mediator to the Parties and the Secretariat of the Center indicating the decision of one or all Parties not to proceed with the mediation;
  - (c) with the notification in writing by the mediator to the Parties and the Secretariat of the Center that, in his/her opinion, the mediation proceedings shall not resolve the dispute between the Parties;
  - (d) with the notification in writing by the mediator to the Parties and the Secretariat of the Center that the time limit set for the mediation proceedings expired;
  - (e) with the notification in writing by the Secretariat of the Center to the Parties and the mediator that the Parties failed to pay the costs owed under these Rules.
- 5.2. The Secretariat of the Center shall keep in its records an original of the settlement agreement under Article 5.1.

## ARTICLE 6 TIME LIMITS AND NOTIFICATIONS

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- 6.1. The time limits provided for by the Rules, by the mediator or by the Secretariat shall start to run on the first business day following the receipt of the communication or notification. Official holidays and non-business days are included in the calculation of the period. If the last day of the time limit is a non-business day or a holiday, the time limit shall expire at the end of the first next business day.
- 6.2. The time limits shall not include the collective holidays of the American Chamber of Commerce for Brazil – São Paulo, which shall be communicated to the interested parties as soon as possible.
- 6.3. Unless otherwise expressly agreed by the Parties, the notifications and communications shall be deemed to be made on the date of registration of the hard copies. The notifications and communications mentioned above shall be registered with the Secretariat of the Center, from Monday to Friday, between 9:00-12:30 and 14:00-17:00. The registered notifications and communications shall be forwarded by the Secretariat to the addressees within 1 (one) day.
- 6.4. Unless otherwise expressly agreed by the Parties, all notifications and communications with or through the Secretariat shall be made in writing, and supplied in a number of copies sufficient for the Parties, the mediator and the Secretariat, and shall be delivered to the Parties or to their representatives and to the mediator, at the indicated addresses, in person or by prepaid mail distribution services or by registered mail with delivery receipt.

## **ARTICLE 7**

### **THE COSTS OF MEDIATION**

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- 7.1. The Parties shall pay the mediator's fees, the additional costs and the administrative monthly fees of the Center related to their mediation proceedings. The Secretariat of the Center shall inform the Parties of the amounts which should be provisioned in the proceedings.
- 7.2. Annex III contains the additional rules concerning the payment of the costs of mediation and constitutes part of these Rules. The Table of Costs and Fees of the Mediation Proceedings constitutes part of these Rules and shall be made available to the Parties and published on the web site of the AMCHAM Arbitration and Mediation Center.
- 7.3. The Table of Costs and Fees of the Mediation Proceedings may be revised on a regular basis by the Secretariat of the Center, with the approval of the Executive Director of the American Chamber of Commerce for Brazil - São Paulo.
- 7.4. In exceptional circumstances, the Secretariat of the Center, with the approval of the Executive Director of the American Chamber of Commerce for Brazil - São Paulo, may fix the fees mentioned in the above Table at a lower or higher figure, if necessary.
- 7.5. In case of failure to pay the costs in accordance with Annex III of these Rules, the Secretariat of the Center may terminate the mediation proceedings. Should one of the Parties refuse to deposit the amount incumbent upon it, the other Party shall be given the opportunity to advance the due amount.
- 7.6. After the termination of the proceedings, with or without the settlement agreement of the Parties, the Secretariat of the Center shall fix the final costs and request the Parties to pay the difference, or shall reimburse the Parties for any excess payment.

- 7.7. The Parties shall bear the costs of the mediation proceedings as agreed between them. In the absence of this agreement, each Party shall pay half of these costs.

## **ARTICLE 8 CONFIDENTIALITY AND LIABILITY**

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- 8.1. The mediation meetings and the communications related to these meetings are private and confidential. Upon the agreement of the Parties, other persons may participate in the mediation meetings.
- 8.2. Except where otherwise agreed by the Parties, the mediation proceedings, the settlement agreement between the Parties, and any information or document disclosed by the Parties or by other participants to the proceedings are and shall remain confidential.
- 8.3. Except where otherwise agreed by the Parties or provided so by the applicable law, information, documents, opinions, recommendations or admissions made during the mediation proceedings may not be used as evidence in judicial, arbitral or other proceedings.
- 8.4. The personnel of the AMCHAM Arbitration and Mediation Center shall not be liable to any party for any acts or omissions in connection with the mediation proceedings, unless the mandatory provisions of the applicable law provide otherwise.

## **ARTICLE 9 ENTRY INTO FORCE**

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- 9.1. These Rules shall enter into force on 9 October 2014.
- 9.2. These Rules shall govern the mediation proceedings commenced after its entry into force.





# ANNEXES

## **ANNEX I INTERNAL RULES OF THE AMCHAM ARBITRATION AND MEDIATION CENTER**

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### **Article 1**

Notifications, documents and communications shall be submitted in the number of copies provided for by the Rules of the AMCHAM Arbitration and Mediation Center and shall be promptly registered with the Secretariat of the Center, from Monday to Friday, between 9:00-12:30 and 14:00-17:00.

### **Article 2**

The submission of notifications, documents and communications with the security guard of AMCHAM is prohibited. If necessary, these communications may be submitted with the reception desk of AMCHAM, during the business hours, and registered with the Secretariat of the Center.

### **Article 3**

The Secretariat of the Center does not provide for a person to collect the documents. The submission of documents with the AMCHAM Arbitration and Mediation Center is the exclusive responsibility of the parties, the arbitrators, mediators, experts and of any other persons involved in the proceedings administered by the Center.

### **Article 4**

The authentication of documents is not required.

### **Article 5**

Except when otherwise agreed by the parties, the communication between the parties and the arbitral tribunals or the mediators shall be made with the knowledge of or through the Secretariat of the Center.

### **Article 6**

The parties, their representatives, arbitrators, mediators and others involved in the proceedings administered by the Center shall maintain updated their contact details submitted with the Secretariat.

## **ANNEX II COSTS AND FEES OF THE ARBITRAL PROCEEDINGS**

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### **Article 1**

#### **Registration Fee**

In no circumstances, the AMCHAM Arbitration and Mediation Center shall reimburse the fee for the registration of the Request for Arbitration.

### **Article 2**

#### **Monthly Administrative Fee**

- 2.1. The monthly administrative fees due by the Parties shall be amended, annually, with the National Consumer Price Index (*Índice Nacional de Preços ao Consumidor (IPCA)*).
- 2.2. The monthly administrative fees of the Claimant are due starting with the month of the registration of the Request for Arbitration.
- 2.3. The monthly administrative fees of the Respondent are due starting with the month of the registration of the Answer to the Request for Arbitration.
- 2.4. The monthly administrative fees are due until the termination of the proceedings.
- 2.5. Where there are multiple Claimants or Respondents, each of them, separately, shall pay the entire monthly administrative fee, except when the Parties are represented by the same representative. When they have a joint representative, each Claimant or Respondent shall pay 50% of the monthly administrative fee.

### **Article 3**

#### **Arbitrators' Fees**

- 3.1. Within a period of 10 (ten) days as of the signature of the Terms of Reference, the Parties shall advance with the Secretariat the provision for the minimum fees of the arbitrators, in accordance with Article



- 3.3. below. The Claimant and the Respondent shall be each liable for 50% of this advanced payment.
- 3.2. The Secretariat of the Center may request the Parties, at any time during the proceedings and whenever necessary, advanced payments for the arbitrators' fees or other expenses with the arbitral proceedings.
- 3.3. Within the period mentioned at Article 3.1. above, the Parties shall advance the following amounts for the arbitrators' fees:
- (i) 80 hours for each co-arbitrator and 100 hours for the president of the Arbitral Tribunal, where the value of the claims exceeds BRL 1,000,000.00 (one million BRL);
  - (ii) 50 hours for each co-arbitrator and 65 hours for the president of the Arbitral Tribunal, where the value of the claims ranges between BRL 500,000.00 (five hundred thousand BRL) and BRL 1,000,000.00 (one million BRL);
  - (iii) 30 hours for each co-arbitrator and 45 hours for the president of the Arbitral Tribunal where the value of the claims is inferior to BRL 500,000.00 (five hundred thousand BRL).
- 3.4. From the amounts mentioned above, the arbitrators shall receive the fees correspondent to the hours effectively worked in the proceedings, as provided for in the time sheets submitted with the Secretariat of the Center, whenever so requested by the Secretariat. Similarly, the amounts specified above do not represent the maximum value of the fees due to the arbitrators, since such fees are to be determined based on the hours effectively worked in the proceedings and registered in the arbitrators' time sheets.
- 3.5. After the payment of the advanced fees to the Secretariat of the Center, the arbitrators shall receive their fees as follows:
- (i) after the period set for the submission of the Statement of Defense, 30% of the advanced fees;
  - (ii) after the witness hearing or the expertise (whichever comes first), 30% of the advanced fees;

(iii) after the arbitral award is issued or after the request for correction or interpretation of the award, 40% of the advanced fees, with the correction based on the hours effectively worked. Based on the structure of the proceedings, the Secretariat of the Center may adjust the schedule for the payment of the arbitrators' fees.

- 3.6. Based on the time sheets submitted by the arbitrators, the Secretariat of the Center, provided that the Parties advanced the provisions for the arbitrators' fees in an equal or superior amount to the fees to be paid to the arbitrators, may authorize the payment of other advanced amounts owed to the arbitrators.
- 3.7. The arbitrators shall submit the time sheets recording the hours worked in the proceedings, accompanied by the corresponding invoice, up to the moment of the payment of the fees provided in Article 3.5. of this Annex. The payment of the fees shall be made by the Parties, through the AMCHAM Arbitration and Mediation Center.
- 3.8. The arbitrators' fees are owed starting with the date of the constitution of the Arbitral Tribunal, in accordance with the Rules of Arbitration. Where the Parties renounce to the arbitral proceedings, each arbitrator is entitled to a minimum amount equivalent to 10 (ten) hours, if the number of worked hours is inferior to this.
- 3.9. Within 10 (ten) days after the receipt of the final submissions and always before the Arbitral Award is rendered, the arbitrators shall submit with the Secretariat of the Center the estimated hours to be worked until the termination of the proceedings.

#### **Article 4**

##### **Other expenses**

Other expenses of the arbitral proceedings include travel expenses, expenses incurred with experts, meetings, hearings, stenotypist, sound etc. and each Party shall pay 50% of their value, unless decided otherwise by the Parties or by the Arbitral Tribunal.

## **ANNEX III COSTS AND FEES OF THE MEDIATION PROCEEDINGS**

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### **Article 1**

#### **Registration Fee**

In no circumstances, the AMCHAM Arbitration and Mediation Center shall reimburse the fee for the registration of the Request for Mediation.

### **Article 2**

#### **Monthly Administrative Fees**

- 2.1. The monthly administrative fees due by the Parties shall be amended, annually, with the National Consumer Price Index (*Índice Nacional de Preços ao Consumidor (IPCA)*).
- 2.2. The monthly administrative fees of the Parties are due starting with the registration of the Request for Mediation.
- 2.3. The monthly administrative fees are due until the termination of the proceedings

### **Article 3**

#### **Mediator's Fees**

- 3.1. Within a period of 5 (five) days as of the Request for Mediation, the Parties shall advance with the Secretariat the provision for the minimum fees of the mediator equal to 10 (ten) hours.
- 3.2. The Secretariat of the Center may request the Parties, at any time during the proceedings and whenever necessary, advanced payments for the mediator's fees.
- 3.3. From the amounts mentioned above, the mediator shall receive the fees correspondent to the hours effectively worked in the proceedings, as provided for in the time sheets submitted with the Secretariat of the Center, whenever so requested by the Secretariat. Similarly, the amounts specified above do not represent the maximum value of the

fees due to the mediator, since such fees are to be determined based on the hours effectively worked in the proceedings and registered in the mediator's time sheets.

- 3.4. The mediator shall receive the payment of the fees after the termination of the mediation proceedings.
- 3.5. Based on the time sheets submitted by the mediator and taking into consideration the complexity of the case, the Secretariat of the Center may authorize the advance payment of the fees.
- 3.6. The mediator shall submit the time sheets recording the hours worked in the proceedings, accompanied by the corresponding invoice. The payment of the fees shall be made by the Parties, through the AMCHAM Arbitration and Mediation Center.

#### **Article 4**

##### **Other Expenses**

Other expenses of the mediation proceedings include travel expenses, expenses with meeting rooms, video etc. and each Party shall pay 50% of their value.





# TABLES OF COSTS AND FEES

## TABLE OF COSTS AND FEES OF ARBITRAL PROCEEDINGS ENTERED INTO FORCE ON 9 OCTOBER 2014

<b>COSTS AND FEES</b>	<b>AMCHAM MEMBER</b>	<b>AMCHAM NON-MEMBER</b>
<b>Registration Fee</b>	R\$ 2,400	R\$ 3,000
<b>Administrative Monthly Fee</b>	R\$ 1,600	R\$ 2,000
<b>Arbitrator's Fee / Hour (gross value)</b>	R\$ 600	R\$ 600
<b>Other Expenses</b>	split 50% between the Parties	split 50% between the Parties

## TABLE OF COSTS AND FEES OF MEDIATION PROCEEDINGS ENTERED INTO FORCE ON 9 OCTOBER 2014

COSTS AND FEES	AMCHAM MEMBER	AMCHAM NON-MEMBER
<b>Registration Fee</b>	R\$ 1,600	R\$ 2,000
<b>Administrative Monthly Fee</b>	R\$ 1,060	R\$ 1,325
<b>Mediator's Fee / Hour (gross value)</b>	R\$ 375	R\$ 375
<b>Other Expenses</b>	split 50% between the Parties	split 50% between the Parties



**AMCHAM** *Arbitration*  
**Brasil** *& Mediation*

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