

**ARBITRATION RULES**

August 12, 2019 Version

**I INTRODUCTION**

1.1 CAMARB - BUSINESS MEDIATION AND ARBITRATION CHAMBER - BRAZIL, hereinafter referred to as CAMARB, has the purpose of administering arbitration proceedings and other extrajudicial and adequate dispute resolution methods. CAMARB's operation does not include any jurisdictional act, whose authority is exclusive of the arbitrator(s) appointed pursuant to these Rules.

1.2 The CAMARB Arbitration Rules, hereinafter referred to as the "Rules", apply whenever an arbitration agreement stipulates the adoption of the arbitration rules issued by the CAMARB or by the Minas Gerais Chamber of Arbitration, which is CAMARB's former name.

1.3 Unless otherwise agreed, the arbitration shall be subject to the Rules effective on the date of request thereof.

1.4 For the purposes of these Rules:

(a) the term Arbitral Tribunal shall be used indistinctly to designate either a sole arbitrator or a panel of arbitrators;

(b) the terms claimant and respondent apply indistinctly to one or more claimants or respondents.

**II NOTICES, STATEMENTS AND TIME LIMITS**

2.1 Before execution of the Terms of Reference, all the case briefs and documents presented by the parties shall be delivered to CAMARB's Secretariat, at any of its offices, in one electronic file and in as many hard copies as needed to compose the arbitral proceedings' case records and to be sent to the arbitrators and to the other parties.

2.2 After execution of the Terms of Reference, unless otherwise provided therein, all the procedural briefs and documents presented by the parties shall be submitted to CAMARB's Secretariat, in any of its offices, in hard copy, for these to be filed with the case records, and an electronic copy.

2.3 All correspondence sent by the CAMARB's Secretariat, including summons, communications, notifications, copies of the parties' statements and decisions of the Arbitral Tribunal shall be sent by electronic means only, unless otherwise agreed or if the addressee fails to confirm receipt.

2.4 The correspondence sent by the CAMARB's Secretariat shall be considered delivered if:

(a) transmitted electronically, provided that confirmed by the addressee; or

(b) transmitted physically, provided that receipt thereof is confirmed at the address where the party was first served (if the Terms of Reference were not executed), at the address indicated in the Terms of Reference or at another address subsequently communicated in writing by the





respective party.

2.5 The time limits stipulated either in the Rules or by the Arbitral Tribunal shall start running on the business day following the date of delivery of the correspondence sent by the CAMARB's Secretariat. Time limits run uninterruptedly and are not suspended during CAMARB's non-business days. If the time limit ends on a holiday at the place of the arbitration or on a non-business day at CAMARB, then the time limit shall be extended until the subsequent business day.

2.6 The parties, upon approval of the Arbitral Tribunal, may change the time limits set out in these Rules.

2.7 Before constitution of the Arbitral Tribunal, the parties shall be subject to the time limits herein stated, which shall be changed or extended only upon agreement between the parties. If no time limit is established, the CAMARB's Secretariat shall do it.

2.8 Upon constitution of the Arbitral Tribunal, the time limits shall be those set out in the Terms of Reference or, in the absence thereof, those determined by the Arbitral Tribunal. If no time limit has been stipulated by the Arbitral Tribunal, the time limits set out in the Rules shall apply or, in absence thereof, a five-day time shall apply. The Arbitral Tribunal may extend or change time limits previously stipulated.

### III REQUEST FOR ARBITRATION

3.1 A party wishing to resolve a dispute by arbitration under the CAMARB Rules shall, pursuant to item 2.1, report its intention to the Secretariat, and mention the following:

- (a) the claimant's and its counsel's full name and identification, including their physical and electronic addresses;
- (b) the respondent's full name and identification, including its physical address;
- (c) a full copy of the instrument containing the arbitration agreement;
- (d) a summary of the dispute;
- (e) a summary of the claims;
- (f) an estimated amount of the claim;
- (g) if the estimated amount of the claim is less than three million Brazilian Reais (R\$3,000,000.00), any duly grounded objections to the use of the CAMARB Expedited Arbitration Rules.

3.2 Upon requesting arbitration proceedings, the claimant shall make a non-refundable deposit of the Registration Fee to cover the initial expenses until the execution of the Terms of Reference.

3.3 If the provisions of items 2.1, 3.1 and 3.2 are not complied with, the Secretariat shall establish a time limit therefor. If the requirements are not fulfilled within the prescribed time, the request for arbitration shall be filed, without prejudice to a new request therefor.

3.4 CAMARB's Secretariat shall send to the respondent at the physical address provided by the claimant, a copy of the request for arbitration and its exhibits and shall notify the respondent, within ten (10) days of its receipt, for it to express his or her opinion on the request for institution of the arbitration and any interest, on its part, in filing a counterclaim, informing its name, full identification, including his or her physical and electronic address, as well as his counsel's.





3.5 If the respondent is not found, the claimant shall either provide the CAMARB's Secretariat with a new address or serve notice on the defendant, under the law.

3.6 If the respondent wishes to file a counterclaim, statements to be made shall also include:

- (a) a summary of the facts giving rise to the counterclaim;
- (b) a summary of the claims;
- (c) the estimated amount of the counterclaim;
- (d) if the estimated amount of the claim and the estimated amount of the counterclaim is each less than three million Brazilian Reais (R\$3,000,000.00), any duly grounded objections to the use of the CAMARB Expedited Arbitration Rules.

3.7 CAMARB Expedited Arbitration Rules shall apply to the request for arbitration if:

- (a) the parties have agreed to the application of the CAMARB Expedited Arbitration Rules or have otherwise agreed that the dispute will be resolved by CAMARB through its expedited arbitration procedure;
- (b) the estimated amount of the claim and the estimated amount of the counterclaim is each less than three million Brazilian Reais (R\$ 3,000,000.00), and neither party has objected to the use of the Expedited Arbitration Rules; or
- (c) the estimated amount of the claim and the estimated amount of the counterclaim is, each, less than three million Brazilian Reais (R\$ 3,000,000.00), and either party has objected to the use of the Expedited Arbitration Rules and CAMARB's Board of Directors has determined the application of the Expedited Arbitration Rules.

3.8 CAMARB Expedited Arbitration Rules shall not apply if the arbitration agreement expressly excludes them or if all parties have objected to application thereof. In the event that only one of the parties objects to the application of the Expedited Arbitration Rules, pursuant to item 3.7 (c), the CAMARB's Board of Directors will decide whether or not to consider, among other circumstances, the complexity of the dispute.

3.9 When a party submits a request for arbitration related to the legal relationship that is the subject of an arbitration proceeding between the same parties or, where the object or the cause of action are the same, the Arbitral Tribunal of the arbitration proceeding already in course shall decide on any connection between the claims or consolidation of proceedings, and the remaining proceedings shall be suspended until such decision is entered.

3.10 If, in the cases provided for in the preceding item, there is no Arbitral Tribunal constituted, the Secretariat shall proceed with the request that was first filed and the others will remain suspended until the Arbitral Tribunal of the first proceeding is constituted, which shall then decide on any connection between the claims or consolidation of proceedings.

3.11 In the event the respondent alleges that no formal arbitration agreement has been made, the Board of Directors shall decide upon a *prima facie* analysis of the document submitted by the claimant, without further evidentiary delay. Any question that may arise regarding the existence, validity, effectiveness and scope of the arbitration agreement shall be settled by the Arbitral Tribunal after constitution thereof.

3.12 In the event of the preceding item, if the Arbitral Tribunal finds that the arbitration agreement has not been made, is invalid or ineffective, or that the dispute is outside the scope of the agreement, provided that there has been no production of evidence on the merits, the





remuneration of the arbitrators shall correspond to thirty percent (30%) of the amount provided for in the Table of Expenses, in that any amount that might have been overpaid shall be returned to the parties.

3.13 If there is an arbitration agreement electing the CAMARB's Rules, and if either party refuses to participate or is absent from the arbitration, the arbitration shall continue being processed and shall not prevent the Arbitral Tribunal from issuing the award, in that the absent party shall not only be informed of all acts of the proceedings pursuant to these Rules but shall also be allowed to intervene at any time, by assuming the proceeding as it is.

#### **IV ARBITRATORS**

4.1 Arbitrators may be appointed either from the CAMARB List of Arbitrators or other than from said list, provided they are capable persons and trusted by the parties. The chairperson of the Arbitral Tribunal shall be chosen from the names included in the List of Arbitrators, subject to the terms of both the arbitration agreement and the applicable special legislation.

4.2 After the administration fee and the arbitrator's fees have been paid under the terms of items 11.3 to 11.5, the CAMARB's Secretariat shall request the parties to appoint, within ten (10) days, (an) arbitrator(s) to act in the arbitration proceeding.

4.3 When the parties choose to appoint a sole arbitrator, such arbitrator shall be appointed by consensus. In the absence thereof, the arbitrator shall be appointed by the CAMARB's Board of Directors .

4.4 Unless otherwise agreed, in the event the parties choose to constitute an Arbitral Tribunal with three (3) members, each party shall appoint one arbitrator within the time limit set forth in item 4.2. After submission of the statement of availability, non-impediment (non-recusal), independence and impartiality of the arbitrators, with no objection or challenge, they shall be notified to, within ten (10) days, jointly appoint the third arbitrator, who shall preside over the Arbitral Tribunal. If consensus is not reached between the arbitrators appointed by the parties, the appointment of the presiding arbitrator shall be made by the CAMARB's Board of Directors.

4.5 When the parties have not defined, in the arbitration agreement, the number of arbitrators who will act in the arbitration proceeding or when the parties fail to reach a consensus in this regard within the time period set out in item 4.2, it will be up to the CAMARB's Board of Directors to determine whether to appoint a sole arbitrator or three arbitrators, considering the complexity and value of the dispute, and the appointment shall be in accordance with these Rules.

4.6 If either party - having entered into an arbitration agreement electing the CAMARB Arbitration Rules or after agreeing to the arbitration - fails to appoint an arbitrator within the time limits provided for in the Rules, the CAMARB's Board of Directors shall designate the arbitrator not appointed by one of the parties or the sole arbitrator, as the case may be, from among the names on the List of Arbitrators.

4.7 Unless otherwise agreed, when more than one party is a claimant or a respondent and the dispute is referred to three arbitrators, the claimant or the multiple claimants shall appoint one arbitrator, while the respondent or the multiple respondents shall appoint another arbitrator.





4.8 If none of the multiple claimants or none of the multiple respondents make a statement thereon, the appointment shall be made by the CAMARB's Board of Directors from among the names of the institution's list of arbitrators. If only one of the multiple claimants or one of the multiple respondents presents a statement thereon, the arbitrator so appointed shall prevail. If there is disagreement among the multiple claimants or among the multiple respondents, the CAMARB Board of Directors will appoint the three members of the Arbitral Tribunal from the names of its list, indicating who will chair the tribunal.

4.9 Once the arbitrator has been nominated, the CAMARB's Secretariat shall request him or her to, within ten (10) days, make a statement on his or her availability, non-impediment (non-recusal), independence and impartiality.

4.10 The person appointed to act as arbitrator shall sign a statement declaring, under the law, that he or she is not acting under impediment or suspicion (i.e., recusal), and shall inform any circumstance that may give rise to justifiable doubt as to his or her impartiality or independence, in relation to the parties or the dispute submitted for his or her consideration, as well as declare in writing that he or she has the necessary availability to conduct the arbitration efficiently.

4.11 The arbitrator shall promptly report any supervening event which, in the course of the proceedings, may give rise to justifiable doubt as to his or her impartiality, independence, technical competence or availability, or which may in any way preclude or suspect the adjudication of the dispute.

4.12 If any appointed arbitrator dies, is declared impeded (is recused) or suspect or becomes unable to perform his or her duties, the substitute arbitrator shall be appointed in the manner and timeframe applicable to the appointment of the arbitrator to be replaced.

## **V CHALLENGE OF ARBITRATORS**

5.1 Either party may, within 10 (ten) days from the receipt of the statement of availability, independence and impartiality or the information mentioned in item 4.11, challenge the appointment of any arbitrator who does not meet the requirements of the arbitration agreement or the applicable legislation, or who is subject to any of disqualification or impediment (recusal) events set forth in the arbitration legislation, or who is not available to act in the arbitration proceeding.

5.2 In the event of a challenge, the arbitrator shall be notified by the CAMARB's Secretariat to make a statement thereon within five (5) days, which shall be submitted to the other party to speak thereon within the same time limit.

5.3 The challenge shall be decided by a Committee especially created for this purpose, and shall be composed of three (3) members from the CAMARB List of Arbitrators, appointed by the President of the CAMARB together with another Officer.

5.4 The party presenting the challenge must, at the time of filing thereof, prepay the fees owed to the professionals who shall compose the Committee, in accordance with the CAMARB's Table of Expenses, and the responsibility for such fees shall be prorated as stated in the award entered by the Arbitral Tribunal.





5.5 The Committee shall render a decision within thirty (30) days from the last acceptance of appointed members, and such time limit may be extended by determination of the CAMARB President.

## **VI TERMS OF REFERENCE**

6.1 Following appointment of the arbitrator(s), the Secretariat of the CAMARB shall prepare the draft of the Terms of Reference, which shall include:

- (a) The name, occupation, marital status, physical and electronic address of the parties and their attorneys, if any;
- (b) The name, occupation, and physical and electronic address of the arbitrator(s);
- (c) The subject-matter of the arbitration and a summary of the claims;
- (d) The venue where the arbitral award shall be rendered;
- (e) The authorization for the arbitrator(s) to adjudicate *ex aequo et bono*, if so agreed between the parties;
- (f) The time limit for the arbitral award to be rendered;
- (g) The language of the arbitral proceeding;
- (h) The payment terms of the arbitrators' fees and administration fees, as well as the statement of liability for the respective payment and arbitration expenses;
- (i) The signature of two (2) witnesses.

6.2 The parties and the Arbitral Tribunal shall sign the Terms of Reference at a hearing specially designated for such purpose, which hearing may be held by videoconference or conference call, or through the exchange of emails, in which cases the signatures shall be collected later.

6.3 The Arbitration shall be deemed instituted and the arbitral jurisdiction shall commence when the appointment is accepted by the arbitrator, for a sole arbitrator, or by all, if more than one. The arbitrator's acceptance shall be deemed to be valid only upon his or her signature of the Terms of Reference.

6.4 The effects of the commencement of the arbitration shall retroact to the date the Request for Arbitration was filed with the CAMARB.

## **VII COUNSELS**

7.1 The parties may be represented by counsels holding powers to act on their behalf in all acts related to the arbitration proceeding, and CAMARB recommends representation by an attorney.

7.2 All correspondences, including summons, communications, notices, copies of statements of the parties and decisions of the Arbitral Tribunal shall be sent only to the parties' counsels. In the event a counsel has not been retained, communications shall be sent directly to the party. In any event, communications shall be made pursuant to items 2.2 and 2.3.

## **VIII THE PROCEEDING**

8.1 Upon signature of the Terms of Reference, the Arbitral Tribunal shall endeavor, as determined by him or her, to reconcile the parties.

8.2 The opening statements, challenges thereto and other statements made by the parties





shall be presented within the relevant time limits so defined in the Terms of Reference, and in the absence thereof, within the time limits established by the Arbitral Tribunal. If not otherwise provided by the Arbitral Tribunal, the following shall apply:

(a) the claimant and the respondent, should the respondent have stated the intention to present a counterclaim, shall, within thirty (30) days from the date of signature of the Terms of Reference, file their claims and state the evidence they intend to produce.

(b) the respondent and, in the event of a counterclaim, the claimant, shall have thirty (30) days to oppose the opening statements of the other party.

8.3 The opening statements shall include the claims and their specifications. After presentation of the opening statements, neither party shall be allowed to file new claims, amend, or modify existing claims, nor waive any of the claims without the consent of both the other party(ies) and the Arbitral Tribunal.

8.4 Upon expiration of the time limit for opposing the claims, unless a different time is provided in the Terms of Reference, the Arbitral Tribunal shall decide on the production of evidence, including expert or technical evidence, due diligence outside the arbitration venue and prepayment of the respective costs by the parties.

8.5 The provisions of items 4.10, 4.11 and 5.1 hereof shall apply to the expert, and the Arbitral Tribunal shall decide on any challenge thereto.

8.6 In the event the Arbitral Tribunal finds that a hearing for the production of evidence is necessary, it shall define the date, time, and venue therefor, and how the works shall be organized and conducted.

8.7 The hearing shall be opened by the chairperson of the Arbitral Tribunal, in the presence of the other arbitrators and of the secretary of the proceeding.

8.8 If any witness fails to attend the hearing or refuses to testify without legal reason, the chairperson of the Arbitral Tribunal, at the request of either party or on his or her own initiative may request the appropriate judicial action to take the testimony from the absent witness.

8.9 The CAMARB's Secretariat shall provide, at the request of the Arbitral Tribunal or of either party, transcript of the hearing, as well as interpreter or translator services, which costs shall be advanced by the parties.

8.10 The absence of a party duly summoned does not prevent the holding of the hearing.

8.11 Once the production of evidence in the proceeding is concluded, the Arbitral Tribunal shall establish the manner in which and the time limit applicable for submission of the closing arguments.

8.12 Any nullity concerning any act performed in the arbitration proceeding shall be claimed at the first opportunity in which the party may speak.

8.13 In the event any order from the Arbitral Tribunal is not complied with and if a coercive remedy is required, the interested party or the Arbitral Tribunal shall request its enforcement to the court of competent jurisdiction of the Judiciary.



**IX EVIDENCE RELIEF, URGENT RELIEF AND THE EMERGENCY ARBITRATOR**

9.1 The Arbitral Tribunal, upon request of either party or when it deems appropriate, may, by duly grounded decision, grant evidence or urgent relief, provisional remedy or interim relief.

9.2 Before the Arbitral Tribunal is constituted, the parties may request urgent relief, provisional remedy or interim relief to the relevant court of competent jurisdiction.

9.3 The request made by either party to a court of competent jurisdiction for urgent relief, provisional remedy or interim relief, before constitution of the Arbitral Tribunal, shall not be considered a waiver of the arbitration agreement, nor shall it exclude the jurisdiction of the Arbitral Tribunal to review it.

9.4 Prior to the commencement of the jurisdiction of the Arbitral Tribunal, the party interested in requesting the emergency relief under item 9.2 may, alternatively, request the application of the emergency arbitrator procedure, pursuant to the Rules effective on the date of the request, and intended to govern the specific proceeding and related costs.

9.5 The Arbitral Tribunal, as soon as constituted, may review the request of the party, and shall affirm, reverse or revoke, in whole or in part, the remedy granted by the court authority or the emergency arbitrator.

9.6 The provisions relating to the emergency arbitrator procedure shall apply to proceedings where the arbitration agreement has been made after the issuance of these Rules or by express authorization of all parties to the arbitration.

**X THE ARBITRAL AWARD**

10.1 The Arbitral Tribunal shall render the award within sixty (60) days from the end of the time limit for the parties' closing arguments, and such period may be extended by up to sixty (60) days by the Arbitral Tribunal.

10.2 The award and the other decisions shall be determined by a majority decision, where each arbitrator has one vote, including the chairperson of the Arbitral Tribunal. If there is no majority decision, the vote of the chairperson of the Arbitral Tribunal shall prevail.

10.3 The Arbitral Tribunal may decide anywhere it deems appropriate, and the award shall be rendered at the place of the arbitration, unless otherwise stated by the parties.

10.4 The award shall be reduced to writing by the Arbitral Tribunal and shall be signed by all arbitrators. However, the signature of the majority of arbitrators shall be sufficient for its effectiveness if any of them refuses to or is unable to sign it.

10.5 The arbitration award shall include:

- (a) the report, the parties' names and a summary of the dispute;
- (b) the grounds for the decision, on which the issues of fact and of law are analyzed, with express reference, where appropriate, that it was rendered on an *ex aequo et bono* basis;
- (c) the order imposed by the award, where the Arbitral Tribunal shall decide on all the issues





submitted and shall set a time for performance, as the case may be;

(d) the date and place of the issuance.

10.6 The award shall also set forth the costs and expenses of the arbitration in accordance with the CAMARB's Table of Expenses, including the Administration Fee and Arbitrators' Fees, as well as the liability of each party to make these payments, on the basis of, among other criteria it deems relevant, the behavior of the parties for the effective conduct of the proceeding, within the limits set in either the arbitration agreement or the Terms of Reference, as the case may be.

10.7 Once the award is rendered by the Arbitral Tribunal and sent to the CAMARB's Secretariat within the time limit set forth in item 10.1, the Secretariat shall send to each party an original counterpart with acknowledgment of receipt. The Secretariat shall keep in its archives a copy of the full content of the award, along with the case records.

10.8 The Arbitral Tribunal may render partial awards prior to the final decision of the arbitration.

10.9 In the event of a partial arbitration award, the filing of an action for nullity of the arbitral award shall not preclude the continuation of the arbitration or the issuance of the final award by the Arbitral Tribunal.

10.10 In the event of material error, omission, obscurity, doubt or contradiction of the arbitral award, the parties shall have a time limit of fifteen (15) days from the date of receipt of the award to file a motion for clarification.

10.11 The Arbitral Tribunal shall issue a decision on the motion for clarification within up to twenty (20) days from receipt thereof, and such time limit may be extended by another ten (10) days by the Arbitral Tribunal.

## **XI ADMINISTRATION FEE, ARBITRATOR'S FEES AND OTHER EXPENSES**

11.1 The CAMARB shall issue a Table of the Administrative Fee, Arbitrators' Fees and other expenses, which may be reviewed at any time by the Board of Directors. In the event of application of the Expedited Arbitration Rules, the Administration Fee and Arbitrators' Fees shall be calculated according to these Rules, by applying a 30% discount on the respective amounts.

11.2 The Secretariat shall calculate the amounts due in advance of the administration fee and arbitrators' fees and may review the amounts assigned by the parties to the dispute, if applicable. If a counterclaim is presented, the costs shall be calculated considering the sum of the estimated amounts of the dispute, considering both, the main claims and counterclaims.

11.3 Following the expiration of the time limit for the respondent to respond to the request for arbitration and prior to the hearing for signature of the Terms of Reference, the parties shall be notified by the Secretariat to pay the Administration Fee and the arbitrators' fees, at a rate of fifty percent (50%) for each party.

11.4 In the event either party fails to pay the administration fee, the arbitrators' fees, other expenses or advance payments requested by the Secretariat, within the period and in the amounts as stipulated, the other party may pay in advance the respective amount in order to allow for the arbitration to be conducted, and at the end of the proceeding the accounts shall be settled, as decided in the arbitral award.





11.5 In the event of the item above, either party may, at its discretion, request the segregation of the estimated amount of the dispute, so that each party shall bear the administration fee and arbitrators' fees calculated solely on the basis of its claims. In the event of absence of full payment of the respective costs by either party, the respective claims will be excluded from the arbitration proceedings, without prejudice to being deducted upon a future request for arbitration.

11.6 In the event there is no full advance payment of the administration fee, the arbitrators' fees, as well as of the expenses, within the stipulated time limit, the arbitration shall be suspended and may be resumed after actual payment is made. If the suspension lasts more than ninety (90) days, the arbitration shall be terminated.

11.7 The fees owed to the chairperson of the Arbitral Tribunal shall be fifteen percent (15%) higher than the fees stipulated for the other arbitrators. In the event the arbitration is conducted by a sole arbitrator, the fees mentioned in the Table of Expenses shall be increased by thirty percent (30%).

11.8 Before signature of the Terms of Reference, if the parties request the proceeding to be terminated, the administration fee and the arbitrators' fees shall be refunded to the parties.

11.9 In the event of a settlement between the parties or discontinuance of the proceeding after the signature of the Terms of Reference and prior to the submission of the opening statements, the parties shall be entitled to a refund of fifty percent (50%) of the arbitrators' fees.

11.10 If, in the course of the arbitration, it is found that the economic value of the dispute reported by the parties is lower than the actual economic value determined on the basis of the evidence produced during the proceeding, the CAMARB's Secretariat or the Arbitral Tribunal shall proceed with the respective correction, in that the parties shall, as the case may be, supplement the amount initially deposited as administration fee and arbitrators' fees, within fifteen (15) days from the receipt of the relevant notice sent to them.

11.11 In the event the supplementary amount is not fully paid by either party, the provisions of items 11.4 to 11.6 shall apply, and in the event of termination of the proceeding or of removal of either party's claims, the amounts owed as administration fee and arbitrators' fees previously paid shall be passed on to CAMARB and the arbitrators, respectively.

11.12 The CAMARB's Secretariat shall request the parties to make a deposit, at the rate of fifty per cent (50%) for each side or at another rate as determined by the Arbitral Tribunal, to cover the expenses necessary to conduct the arbitral proceedings, such as mail, photocopying, telephone and videoconferencing calls, equipment and venue rental, stenotype services, translator, interpreter and travel expenses for arbitrators and experts. Ultimate responsibility for arbitration costs shall be determined in the arbitral award.

11.13 No travel expenses will be charged in respect of the CAMARB's Secretariat staff or space rental if the hearing takes place at the Chamber office.

## **XII PROCEEDINGS TO WHICH THE GOVERNMENT IS A PARTY**

12.1 This chapter shall apply to arbitration proceedings involving entities governed by the public law regime and which are part of the public sector (State Entities). The Parties may, by mutual agreement, extend the application of the provisions hereof to proceedings to which any private legal entities subject to the public law regime are a party to the dispute.





12.2 The CAMARB's Secretariat shall disclose on its website the existence of the proceedings, the date of the request for arbitration and the names of the claimant(s) and respondent(s).

12.3 Except as set out in the preceding item, CAMARB shall not provide documents and information regarding the proceedings, and the parties, as provided by law, may disclose additional information.

12.4 Hearings shall, unless otherwise agreed, be restricted to the parties and their counsels.

12.5 CAMARB is hereby authorized by the parties and arbitrators to disclose the award on its website, its publications and in academic materials, unless otherwise expressly stated by either party.

### **XIII FINAL PROVISIONS**

13.1 The arbitral proceeding shall be strictly confidential, and CAMARB, the arbitrators, other professionals acting in the case and the parties themselves shall not disclose any information to which they may have access as a result of their office or participation in the proceeding, without consent of all parties, except where there is a legal obligation to disclose and where so determined by the provisions of these Rules.

13.2 CAMARB is hereby authorized by the parties and arbitrators to disclose excerpts of the arbitral awards for academic and informational purposes, by removing the names of the parties, arbitrators and other information that allow identification of the case.

13.3 In the absence of the parties' stipulation on the place of the arbitration, this shall be defined by the Arbitral Tribunal.

13.4 The Arbitral Tribunal shall interpret and apply these Rules, including its jurisdiction, duties and prerogatives.

13.5 Any dispute between the arbitrators concerning the interpretation or application of these Rules shall be settled by a majority decision or, if there is no majority agreement, by the chairperson of the Arbitral Tribunal, whose decision shall be final.

13.6 After five (5) years after the final arbitral award has been rendered, CAMARB is hereby authorized to discard the case records, in that only the arbitral awards shall remain in its archives.

13.7 The parties may, prior to the expiration of the period provided for in item 13.6, request the withdrawal of any documents filed by them.

13.8 Cases not provided for herein shall be governed by Brazilian Law No. 9307, of September 23, 1996, as amended by Brazilian Law No. 13129, of May 26, 2015, and by the arbitration treaties and agreements applicable in Brazil. In the absence of stipulation in such instruments, the silent cases shall be resolved by determination of the constituted Arbitral Tribunal or by the CAMARB's Board of Directors, if an Arbitral Tribunal has yet to be constituted. In the latter case, the decision may be reviewed by the Arbitral Tribunal upon constitution thereof.

13.9 These Rules shall enter into force on August 12, 2019 and may only be amended by resolution of the CAMARB's Board of Directors.

**CAMARB Arbitration Rules - Business Mediation and Arbitration Chamber - Brazil, an**





**CAMARB**

CÂMARA DE MEDIAÇÃO  
E ARBITRAGEM EMPRESARIAL - BRASIL

**integral and inseparable part of the Minutes of the Board of Directors Meeting, held on August 5, 2019.**

Augusto Tolentino Pacheco de Medeiros  
President

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