



**Internal Regulation**

**Standard of Conduct**

**Management Organization Chart Costs**

**Welcome to CEJUPI!**



## Table of contents

PREFACE	4
CHAPTER I - Conflict Resolution Methods	5
a) ARBITRATION	5
b) MEDIATION AND OTHER ADR TECHNIQUES	5
CHAPTER II - ARBITRATION REGULATIONS	6
PRELIMINARYLY - THE MULTIPOINT SYSTEM AND PREVIOUS EVALUATION	6
ARTICLE 1 - International Court of Arbitration	7
ARTICLE 2 - Definitions	8
ARTICLE 3 General rule	8
ARTICLE 4 - Written notifications or communications; deadlines.	8
ARTICLE 5 - Arbitration Requirement	10
ARTICLE 6 - Response to the application; courtclaims	12
ARTICLE 7 - Effects of the arbitration agreement	14
ARTICLE 8 - Integration of additional parts	16
ARTICLE 9 - Claims between multiple parties	16
ARTICLE 10 - Multiple contracts	17
CHAPTER III - Arbitration Installation and Procedure	17
ARTICLE 11 - Consolidation of arbitrations	17
ARTICLE 12 - Arbitrators	18
ARTICLE 13 - Constitution of the arbitral tribunal and number of arbitrators	19
I: Single arbitrator	19
II: Three arbitrators	19
ARTICLE 14 - Appointment and confirmation of arbitrators	20
ARTICLE 15 - Objection to arbitrators	21
ARTICLE 16 - Replacement of arbitrators	22
ARTICLE 17 Term of Arbitration	23
ARTICLE 18 Proof of representation	24
ARTICLE 19 Seat of arbitration	24
ARTICLE 20 Language of arbitration	25
ARTICLE 21 Rules of law applicable to merits	25
ARTICLE 22 Conduct of arbitration 2	5



ARTICLE 23 Techniques for conducting the procedure	26
ARTICLE 24 Statement and filling of supporting documents of the cause	28
ARTICLE 25 Waiver of the right to object	29
ARTICLE 26 Hearings	29
ARTICLE 27 Request for Urgent Measures	30
ARTICLE 28 Emergency arbitrator	33
ARTICLE 29 Appointment of the emergency arbitrator; transmission of records	34
ARTICLE 30 Objection to the appointment of the emergency arbitrator	35
ARTICLE 31 Costs of the emergency arbitrator procedure	35
ARTICLE 32 Arbitral award	35
ARTICLE 33 Notification, deposit and enforceability of the arbitral award	37
ARTICLE 34 Correction and interpretation of the arbitral award; return of arbitral awards	38
ARTICLE 35 Limitation of liability	38
Chapter IV - APPOINTMENTS OF ARBITRATORS, MEDIATORS, EXPERTS	39
ARTICLE 37 - Appointment and registration of other professionals	39
ARTICLE 38 Administration charges, arbitrator fees and other expenses	41
ARTICLE 39 Decision on the costs of arbitration	43
ARTICLE 40 Arbitration Clauses and ADR	44
CHAPTER V - ALTERNATIVE / ADEQUATE CONFLICT RESOLUTION METHODS OF CEJUPI & ADR	46
ARTICLE 41 Introductory provisions	46
ARTICLE 42 Start of the procedure under agreement to submit to the regulation	47
ARTICLE 43 Start of the procedure in the absence of an agreement to submit to the regulation	49
ARTICLE 44 Place and language (s) of mediation	49
ARTICLE 45 Choice of Mediator	50
ARTICLE 46 Fees and costs	51
ARTICLE 47 Conduct of mediation	52
ARTICLE 48 Closing of Procedure	52
Annex I - Management Organization Chart	54
ANNEX II - TABLE OF COSTS, EMOLUMENTS, CHARGES AND FEES CEJUPI & ADR	55
Arbitration	55
Notes:	57



## PREFACE

CEJUPI was conceived by André Ferreira Polycarpo Gomes *SJD* in 2015, when he was already an arbitrator and mediator appointed in the Arbitration Chamber present in Brasília (Brazil) and, later, after discussing the topic with several authorities from several countries, in 2018, the idea was presented to partners Ana Elisa Valentim de Araújo *Esq* and Maraiza Chaiane Costa da Cruz Silva *Esq*, who have been contributing to this new concept of justice fostered in modernity, although very old in the historical records and the one that today allows great speed in the resolution and pacification of conflicts.

Founded on July 31, 2018, CEJUPI was born with the mission of providing its clients with quick solution of conflicts, focusing on their pacification. CEJUPI counts on registered professionals with outstanding specific knowledge about each area in which the conflict arises, not only related to the areas of knowledge of law in different countries, but also to the most efficient and appropriate pacification techniques, such as specific variations of mediation, concepts of Neurolinguistic Programming, communication management, emotion management and the recent Family Constellation technique and its aspects.

Thus, CEJUPI was designed with the aim of providing its customers with a different experience in the face of the most diverse conflicts, through the application of techniques and concepts that provide the parties with a positive and useful experience, even when facing the harsh conflictive environment.

Preserving relationships according to the degree of importance for those involved, providing experiences that lead to greater skill in managing the presented conflict and, certainly, to other futures, with description and confidentiality, are just some of the differentials of CEJUPI service and which are not found in other conflict resolution centers but here, at CEJUPI.

Added to the effectiveness of the rapid conflict resolution, either through the various specific mediation techniques or through the application of the Arbitral tribunal, to whose judgement the parties submit the conflicts, as is the case in State Justice, however, without the overload of work of the arbitrators and other characters, which allows for a specific and detailed analysis of the cases under trial and their resolution in a timely manner.

Finally, but equally important, CEJUPI understands and fulfills its social function. Dedicating its market strategy to low cost management and high security and confidentiality, as it believes that transforming techniques must be reached by all.



## **CHAPTER I - Conflict Resolution Methods**

### **a) ARBITRATION**

CEJUPI understands arbitration as a formal procedure in which the parties entrust the cause to a neutral and impartial third party (Arbitral Judge) for the fair solution of the conflict presented and according to rules that can be pre-established by the parties. The decision handed down has binding force, being enforceable, following national arbitration laws and international treaties, such as the New York Convention of 1958. Arbitration starts from the improvement of the Jurisdictional way ("justice provided by State power") and which is traditionally recognized as the only possible way, especially in third world countries, where such practice has not been promoted in a coherent way in relation to its social importance for the promotion of Justice. This structure is close to the authoritarian models of the State, since the decision handed down by the Arbitral Judge is binding on the parties involved, just as does the decision by the State Judiciary.

### **b) MEDIATION AND OTHER ADR TECHNIQUES**

When considering the conflict as a perceived divergence of interests, or the belief that the aspirations of the parties cannot be achieved simultaneously (RUBIN, PRUIT, and HEE KIM, 1994), CEJUPI recognizes it not only as a source of crisis, but, also, of opportunities. Following what Alzate Saez De Heredia (1998) points out, the conflict "Prevents stagnation, stimulates interest and curiosity, helps to establish both personal and group identities." ADR techniques (alternative methods for resolving disputes) are na option to the State Justice and Arbitration model, as they allow greater participation in the decision-making of people directly affected by the controversy to compose together the most appropriate solution to their disputes. The alternative methods, then, aim to add skills to the parties so that together they can transform the conflict through a joint decision that is taken with a greater degree of utility and efficiency within the context of those involved.

In view of this, parties wishing to resort to arbitration or mediation, or both, through CEJUPI are encouraged to include appropriate dispute resolution clauses in their contracts. To this end, at the end of each procedure (Arbitration and Mediation), standard clauses are proposed, accompanied by guidelines on their application and adaptation to specific needs and circumstances. The recommended clauses can be of a unique nature (arbitration or alternative methods), being those that contemplate a single method, as well as staggered clauses, which combine different methods of dispute resolution.

Thus, with the most renowned professionals, Brazilian and foreign, who have a specific understanding of each area in which the conflict arises, CEJUPI presents itself as the best option to overcome the barriers that generate conflicts and generate a renewing experience.



## **CHAPTER II - RULES OF ARBITRATION**

### **PRELIMINARY - THE MULTIPOINT SYSTEM AND THE PREVIOUS EVALUATION**

CEJUPI will adopt as a standard procedure the prior assessment of conflicts that are presented to it, if it does not otherwise specify the attractive arbitration clause of the jurisdiction or the common and manifest will of the parties, being each conflict submitted to the Previous Evaluation Board that will be formed by at least 2 members that dominate the techniques of pacification of conflict.

Section 1. The Prior Evaluation Board may request assistance, aid and opinions from experts, translators and assistants, registered or not, to reach a conclusion about the case, if they deem necessary.

Section 2. The main objective and mission of the Prior Evaluation Board is to provide a determining opinion regarding the attempt to resolve the conflict by said alternative means (also known as appropriate or peaceful means) prior to the establishment of arbitration or the opposite, i.e., if the procedure goes directly through arbitration.

### **ARTICLE 1 - International Court of Arbitration**

(i) The International Court of Arbitration of CEJUPI is an independent arbitration body.

(ii) The Court does not settle disputes. It is responsible for administering the resolution of disputes by the arbitral tribunals formed for each of the disputes under its jurisdiction, in accordance with the CEJUPI Arbitration Rules. The Court is the only body authorized to administer arbitrations submitted to the Rules, including the prior examination of the conflict and the approval of awards or arbitral decisions rendered in accordance with the Rules, when questioning the validity of decisions in relation to the internal rules of the CEJUPI. The Court is also responsible for approving its own internal regulations.

(iii) The Presidents of the Court or, in their absence or at their request, one of the Institutional Committees of the CEJUPI may decide matters of na urgent nature, on behalf of the Court, which shall be informed in the following session.



(iv) As provided in the Rules of Procedure, the Court may delegate to one or more committees integrated by its members the power to take certain decisions, and it must be informed at the following session of the decisions taken.

(v) The Court conducts its work with the assistance of the Secretariat of the Court, under the direction of its Secretary General.

## **ARTICLE 2 – Definitions**

In the Regulation:

- (i) the term “arbitral tribunal” applies both to procedures submitted to a Single Arbitrator and to those submitted to more arbitrators.
- (ii) the terms "claimant", "defendant" and "interested third party" apply without distinction to one or more claimants, defendants, or additional parties, respectively, being used according to the party's position in relation to the procedure initiated.
- (iii) (iii) the terms "party" or "parties" shall apply without distinction to the claimants, defendants, or interested third parties.

(iv) the terms "demand" or "demands" apply without distinction to any demand of any party against any other party.

- (iv) the term "arbitral award" or "award" applies to an interlocutory, partial or final award rendered by the arbitrator(s) competent to judge the case whose primary intention is to decide the subject matter of the dispute.

## **ARTICLE 3 General Rule**

In all cases not expressly provided for in the regulation, the Court and the arbitral tribunal shall proceed in accordance with the spirit of the regulation, doing their utmost to ensure that the arbitration award is enforceable under the law.

## **ARTICLE 4 - Written notifications or communications; deadlines.**

(i) Notifications and communications will be given, preferably, by e-mail exchanged between the parties involved and CEJUPI, and the addresses will be previously registered, and the parties must keep their records updated, as CEJUPI will consider reading / tacit receipt of notifications and communications 72 hours after sending. If there are no registered e-mails, the communication will take place by correspondence, which will also require the registration of e-mail for future communications and notifications.



All manifestations and other written communications submitted by any of the parties, as well as all documents attached to them, must be provided electronically, unless the original document is necessary for the proof to be produced, such as graphotechnical and other expertise, that are fundamental in their physical format for the good outcome of the dispute. If it is provided in physical format, the documents must have sufficient copies for each party, Arbitral Judges and mediators to receive a copy, in addition to an additional copy for the secretariat. The secretariat will receive, directly from those involved, a copy of any document (notification or communication), either from those directly involved or those who are in charge of conducting the case (Arbitral Judges, Mediators, experts, etc.).

- (ii) All notices or communications from the secretariat and the arbitral tribunal must be sent to the recipient's or his representative's last electronic or physical address, as communicated by the party in question or the other party. The notification or transmission communication may be delivered against receipt, registered letter, express delivery, by electronic mail or any other form of telecommunication that produces a proof of its sending, with online transmission being preferred.
- (iii) The notification or communication will be considered made on the date it is received by the party or its representative, or on the date on which it should have been received (tacitly 72 hours after sending if by e-mail), if it has been validly carried out in accordance with this article.

(iv) The periods specified or fixed in accordance with the regulation will be counted from the day following the day on which the notification or communication is considered to have been made, according to (iii) of this article. When the day following that date is an official holiday or a non-business day in the country in which the notification or communication is considered to have been delivered, the period shall begin on the first following business day. Public holidays and non-working days are included in the calculation of the term if it occurs during the course of term already started. If the last day of the stipulated period is an official holiday or a non-working day in the country to which the notification or communication is deemed to have been delivered, the period will expire at the end of the first following working day.

#### **ARTICLE 5 - Arbitration Request**

(i) The party that wishes to resort to arbitration under the regulation must submit its Arbitration Request / Solicitation to the secretariat at any of its available addresses at the time of the manifestation. The secretariat shall notify the applicant and the defendant of the receipt of the application and the date





of such receipt. The party may, in the specific case of the request, forward it electronically to the institutional email of CEJUPI, in which case the original copy must be posted via post or delivered personally to the addresses provided.

(ii) The date of receipt of the application by the secretariat will mark the initial act for the promotion of the procedure; however, the initial date of the Arbitration itself will be after the signature of the arbitral commitment, which may also be called the Arbitration Term.

(iii) The effects of the institution of the arbitration will be retroactive to the date of the receipt in CEJUPI of the Arbitration Request.

(iv) The Application must contain the following information:

a) your full name, nationality, marital status, profession, registration numbers in national registration documents, complete address, e-mail, phone number as minimum information;

a.1). As far as possible and within the minimum for identification, the full name, nationality, marital status, profession, registration numbers in national registration documents, full address, e-mail, contact telephone number of the defendant party(ies));

b) full name, address, e-mail, telephone and any other contact details for the persons representing the applicant in the arbitration, such as the lawyer or proxy;

c) description of the nature and circumstances of the dispute that gave rise to the claims and the grounds on which such claims are made;

d) specification of the request, including the values of any quantified demands and, if possible, an estimate of the monetary value of the other demands;

e) any relevant documents or contracts and, in particular, the arbitration agreement (s), mainly the arbitration clause contained in the agreement;

f) when demands are formulated based on more than one arbitration agreement, the indication of the arbitration agreement or commitment (Term of Arbitration) under which each demand is being formulated.



g) all relevant specifications and any observations or proposals regarding the number of arbitrators and their choice, in accordance with the provisions of articles 12 and 13, as well as any appointment of arbitrator required by said articles; and

h) all relevant specifications and any observations or proposals regarding the applicable rules of law and the language of the arbitration.

**Sole paragraph:** The applicant may present, along with the application, any document or information that applicant considers appropriate or that can contribute to the resolution of the dispute in an efficient manner.

(iv) Along with the application, the applicant must:

a) submit as many copies as required by article 3 (i); and

b) make the payment of the registration fee set out in the appendix (“Costs and arbitration fees”), in force on the date on which the application is submitted.

**Sole paragraph:** If the applicant fails to comply with any of these conditions, the secretariat may establish a deadline for doing so, under penalty of the case being filed, without prejudice to the applicant's right to subsequently submit the same demand in another application.

(v) The secretariat shall transmit to the defendant a copy of the application and the documents attached to it so that the defendant can present a response, as soon as it has the necessary number of copies and payment of the registration fee is confirmed.

(vi) If the defendant is not found, the claimant must provide the CEJUPI Secretariat with a new address or promote the defendant's notification in accordance with the law, with proof of receipt and content.

## **ARTICLE 6 - Response to the application; conventions**

(i) The defendant must, within a period of 15 days, submit his answer to the plaintiff's reasons, in accordance with the counting of deadlines established in Article 4 of the present regulation, which must contain the following elements:



- a) full name, nationality, marital status, profession, registration numbers in national registration documents, complete address, e-mail, phone number as minimum information;
- b) full name or social denomination, address and any other contact details of the persons who may represent the defendant in the arbitration, such as the lawyer or attorney;
- c) the defendant's observations regarding the nature and circumstances of the dispute that gave rise to the claims and the grounds on which the claims are made;
- d) the defendant's position in relation to the applicant's request;
- e) any observations or proposals regarding the number and choice of arbitrators in the light of what the applicant proposes and in accordance with the provisions of articles 12 and 13, always in accordance with what may be provided for in a prior Arbitration Clause; and
- f) any observations or proposals relating to the arbitration model, the applicable rules of law and its language, provided that in accordance with the previously established, in case there is an Arbitration Clause.

**Sole paragraph:** The defendant may present, along with the response, any document or information that he considers appropriate or that can contribute to the resolution of the dispute in an efficient manner, as well as present facts that would not only result in the dismissal of the claimant's requests, but also, in the claimant's conviction through counterclaim.

(ii) The secretariat may grant the defendant an extension of time to submit the response, provided that the request for such extension is linked to the number of arbitrators and their choice, and, following the requirements of articles 12 and 13, will proceed with the designation of the arbitrator(s). Otherwise, the Court must proceed in accordance with the regulation.

(iii) The response must be submitted to the secretariat preferably by electronic means, unless the nature of the document requires it in a different way, in which case the Defendant must present a number of copies, as determined by article 3 (i).

(iv) The secretariat must transmit the response and the attached documents to all other parties involved.



(v) Any counterclaim made by the defendant must be submitted with the response and include the same criteria provided for in article 5, (iv) of the present regulation.

(vi) The Claimant must respond to the counterclaim, within a period of 15 days, presenting his answer to the reasons of the claimant who counterclaims, in accordance with the counting of periods established in Art. 4 c / c Art. 6 of the present regulation.

(vii) The defendant who comes to counterclaim is responsible for the same system of fees, charges and expenses to which the Claimant submitted when filing the claim.

## **ARTICLE 7 - Effects of the arbitration agreement**

(i) When the parties have agreed to resort to arbitration in accordance with the regulation, they will be considered as having “*ipso facto*” submitted to the regulation in force on the date of receipt of the application by the secretariat;

(ii) When agreeing on arbitration in accordance with the rules, the parties accept that the arbitration is administered by the Court.

(iii) In the event that any of the parties against which a claim is made does not file a response, or formulates one or more objections as to the existence, validity or scope of the arbitration agreement or the possibility that all the claims presented may be decided in a single arbitration, the arbitration shall proceed and any and all matters relating to jurisdiction or the possibility of the claims being decided together in a single arbitration shall be decided directly by the arbitral tribunal, unless the general secretary submits such matter to the decision of the Court according to article 6 (iv).

(iv) in all cases submitted to the Court, in accordance with Article 6 (iii), the Court must decide whether, and to what extent, the arbitration should proceed. Arbitration shall continue if, and to the extent, the Court is *prima facie* convinced of the possible existence of an arbitration agreement in accordance with the rules. In particular:

a) if there are more than two parties to the arbitration, it shall proceed only between those parties, covering any additional parties that have been integrated under Article 7, in relation to which the Court is *prima facie* convinced of the possible existence of an arbitration agreement that links them, providing for the application of the regulation; and



b) if there are demands based on more than one arbitration agreement, in accordance with article 9, the arbitration shall proceed only with respect to the demands on which the Court is prima facie convinced that (1) the arbitration agreements on the basis of which such claims have been made are compatible, and (2) all parties to the arbitration have agreed that such claims are decided jointly, in a single arbitration.

Sole paragraph: The decision of the Court in accordance with article 6 (iv) is without prejudice to the admissibility or merits of the positions of either party.

(v) in all cases decided by the Court in accordance with article 6 (iv), any decision relating to the jurisdiction of the arbitral tribunal, except with respect to parties or claims in respect of which the Court decides that the arbitration should not proceed, will be taken by the arbitral tribunal itself.

(vi) If the parties are notified of a decision of the Court, in accordance with article 6 (iv), that the arbitration should not proceed in relation to some or all of them, any party will retain the right to submit to any competent jurisdiction the question of whether there is a binding arbitration agreement and which parties are bound by it.

(vii) If the Court has ruled in accordance with Article 6 (iv) that arbitration must not proceed with respect to any of the claims, such a decision will not prevent the parties from reintroducing the same claims at a later time in other proceedings.

(viii) If one of the parties refuses or abstains from participating in the arbitration, or in any of its phases, the arbitration must continue, despite such refusal or abstention.

ix) Unless stipulated to the contrary, the alleged nullity or alleged non-existence of the contract will not imply the incompetence of the arbitral tribunal, if it considers that the arbitration agreement is tribunal will continue to be competent to determine the respective rights of the parties and to decide their demands and claims, even in the event of non-existence or nullity of the contract.

#### **ARTICLE 8 - Integration of additional parts**

(i) The party that wishes to integrate an additional party to the arbitration must submit a request for arbitration against the additional party to the secretariat. The date on which the Integration Request is received by the secretariat shall, for all purposes, be considered as the start date of the arbitration in relation to the additional part. Any integration will be subject to the provisions of articles 6 (iii) –6 °



(vi) and 9 °. No additional party will be integrated after confirmation or appointment of any arbitrator, unless all parties, including the additional party, agree. The Secretariat may set a deadline for the submission of the Integration Request.

(ii) The Integration Application must contain the following information:

a) the reference of the existing arbitration;

b) full name or designation, qualification, address and any other contact details for all parties, including the additional party, as far as possible for communication and identification of the party; and

c) the information specified in article 4 (iii) sub-items c), d), e) and f).

**Sole paragraph:** The party submitting an Integration Request may submit any document or information that is considered appropriate or that can contribute to the resolution of the dispute in an efficient manner.

(iii) The provisions of articles 4 (iv) and 4 (v) apply, *mutatis mutandis*, to the Integration Request.

(iv) The additional party must submit a response in accordance, *mutatis mutandis*, with the provisions of articles 5 (i) -5 (iv). The additional party may file claims against any other party in accordance with the provisions of article 8.

## **ARTICLE 9 - Demands between multiple parties**

(i) in a multi-party arbitration, any party may file a claim against any other party, subject to the provisions of articles 6 (iii) -6 (vii) and 9, with no further claims being made after the Court has signed or approved the Term of Arbitration, unless authorized by the arbitral tribunal, in accordance with article 16 (iv).

(ii) Any party wishing to make a demand in accordance with article 8 (i) must provide all the information provided for in article 4 (iii) sub-items c), d), e) and f).

(iii) Prior to the transmission of the records by the secretariat to the arbitral tribunal, in accordance with article 16, the following provisions shall apply, *mutatis mutandis*, to any demand filed: articles 4 (iv) subitem a); article 4 (v); Article 5 (i), except sub-items a), b), e) and f); article 5 (ii); article 5 (iii)



and article 5 (iv). From then on, it will be up to the arbitral court to determine the procedure for making demands.

### **ARTICLE 10 - Multiple contracts**

Subject to the provisions of articles 6 (iii) -6 (vii), claims related to more than one contract may be made in the same arbitration, regardless of whether they are based on one or more of an arbitration agreement, in accordance with the regulation.

## **CHAPTER III - Installation and Arbitration Procedure**

### **ARTICLE 11 - Consolidation of arbitrations**

(i) The Court may, at the request of a party, consolidate two or more pending arbitrations, submitted to the regulation, in a single arbitration, when:

- a) the parties have agreed to the consolidation; or
- b) all demands are made based on the same arbitration agreement; or
- c) if the demands are made on the basis of more than one arbitration agreement, the arbitrations involve the same parties, the disputes in the arbitrations are related to the same legal relationship, and the Court understands that the arbitration agreements are compatible.

(ii) When deciding on consolidation, the Court shall take into account any circumstances it considers relevant, including if one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, in this case, if the same people or different people have been confirmed or appointed

(iii) When the arbitrations are consolidated, they must be consolidated in the arbitration that was initiated in the first place, unless the parties agree otherwise.

### **ARTICLE 12 - Arbitrators**

(i) Every arbitrator must be and remain impartial and independent before the parties involved in the arbitration.



(ii) Before being appointed or confirmed, the person proposed as an arbitrator must sign a declaration of acceptance, availability, impartiality and independence. The person proposed as an arbitrator must disclose in writing to the secretariat any facts or circumstances the nature of which could lead to the questioning of his independence in the eyes of the parties, as well as any circumstances that may give rise to reasonable doubts regarding his impartiality. The secretariat must communicate this information to the parties in writing and set a deadline for submitting any comments.

(iii) The arbitrator shall immediately and in writing reveal to the secretariat and the parties any facts or circumstances of a similar nature to those provided for in article 11 (ii) regarding their impartiality or independence that may arise during the arbitration.

(iv) The decisions of the Court in relation to the appointment, confirmation, challenge or replacement of an arbitrator will be unappealable and the respective grounds will not be communicated.

(v) When accepting the charges, the arbitrators undertake to perform their duties in accordance with the regulations.

(vi) Unless otherwise stipulated, the arbitral tribunal will be constituted in accordance with the provisions of articles 12 and 13.

### **ARTICLE 13 - Constitution of the arbitral tribunal and number of arbitrators**

(i) Disputes will be decided by a single arbitrator or by three arbitrators.

(ii) When the parties do not agree on the number of arbitrators or such information is not included in the arbitration clause, the Court will appoint a single arbitrator, except when it considers that the dispute justifies the appointment of three arbitrators. In this case, the claimant must designate an arbitrator within 15 days of receiving notification of the Court's decision, and the defendant must designate another arbitrator within 15 days of receiving notification of the designation made by the claimant. If either party fails to appoint an arbitrator, the arbitrator will be appointed by the Court.

#### **Section 1: Single arbitrator**

i) When the parties have agreed that the dispute should be resolved by a single arbitrator, they may, by mutual agreement, designate the arbitrator for confirmation. If there is no agreement for the appointment of an arbitrator within 30 days from the date of receipt of the request by the defendant, or within any new period granted by the secretariat, the sole arbitrator will be appointed by the Court.





## **Section 2: Three arbitrators**

(i) When the parties have agreed that the dispute must be resolved by three arbitrators, the parties will designate in the application and response, respectively, an arbitrator for confirmation. If one of the parties fails to appoint its arbitrator, the arbitrator will be appointed by the Court.

(ii) When the dispute has to be resolved by three arbitrators, the third arbitrator, who will act as president of the arbitral tribunal, will be appointed by the Court, unless the parties have decided by another procedure for their designation, which will be subject to confirmation under the terms of Article 13. If such a procedure does not result in designation within 30 days of confirmation or appointment of the co-arbitrators or within any other period agreed by the parties or fixed by the Court, the third arbitrator shall be appointed by the Court.

(iii) When there are multiple claimants or multiple defendants and the dispute is submitted to three arbitrators, the multiple claimants or multiple defendants must jointly designate an arbitrator for confirmation pursuant to article 13.

(iv) When an additional party has been integrated and the dispute is submitted to three arbitrators, the additional party may, together with the claimant (s) or the defendant (s), designate an arbitrator for confirmation pursuant to Article 13.

(v) in the absence of joint designation under Articles 12 (vi) and 12 (vii) and if there is no agreement by the parties regarding the method of constituting the arbitral tribunal, the Court may appoint all members of the arbitral tribunal, indicating one of them to act as president. In this case, the Court will be free to choose any person it deems competent to act as an arbitrator, applying Article 13, when it deems appropriate.

## **ARTICLE 14 - Appointment and confirmation of arbitrators**

(i) When appointing or confirming arbitrators, the Court shall consider their nationality, the place of their residence and any relations with the countries of nationality of the parties or arbitrators, as well as the availability and competence of the possible arbitrator to conduct the arbitration under the terms of the regulation. The same procedure will be applied when the Secretary General confirms the arbitrators under article 13 (ii).



(ii) The Secretary General may confirm as co-arbitrators, sole arbitrators and presidents of arbitral tribunal, the persons designated by the parties, or in accordance with the procedures agreed upon, provided that the statement presented does not contain any reservation regarding impartiality or independence, or that the declaration of impartiality or independence with reservations has not raised objections by the parties. Such confirmation must be informed to the Court at the following session. If the Secretary General considers that a co-arbitrator, sole arbitrator or president of the arbitral tribunal should not be confirmed, the matter will be submitted to the Court's decision.

(iii) In cases where it is the Court's responsibility to appoint the arbitrator, such appointment shall be made on the basis of a proposal by the CEJUPI National Committee or Group that the Court deems appropriate. If the Court does not accept such a proposal, or if that National Committee or Group does not submit the proposal within the period established by the Court, the Court may reiterate its solicitation, request a proposal from another National Committee or Group that it deems appropriate, or nominate directly anyone who deems appropriate.

iv) The Court may also directly appoint any person it deems appropriate to act as arbitrator when:

a) one or more parties is a State or claims to be a state entity; or

b) the Court considers it appropriate to appoint an arbitrator from a country or territory where there is no National Committee or Group; or

c) the President certifies to the Court the existence of circumstances that, in the president's opinion, make the direct appointment necessary and appropriate.

#### **ARTICLE 15 - Challenge of arbitrators**

(i) The challenge of an arbitrator, by either party, for alleged lack of impartiality or independence or for any other reason, must be made by submitting a written statement to the secretariat, specifying the facts and circumstances on which the challenge is based.

(ii) The challenge must, under penalty of rejection, be submitted by one of the parties within thirty days after receipt, by the challenger, of the notification of appointment or confirmation of the arbitrator, or within thirty days from the date that the contestant became aware of the facts and circumstances on which the contestation is based, if this date is subsequent to the receipt of said notification.



(iii) It is incumbent upon the Court to rule on admissibility and, if necessary, on the grounds for the challenge, after the secretariat has given the opportunity, to the challenged arbitrator, to the other or to the other parties and to any other members of the arbitral tribunal of expressing themselves, in writing, within an appropriate period. These statements must be communicated to the parties and the arbitrators.

#### **ARTICLE 16 - Replacement of arbitrators**

i) An arbitrator will be replaced if the arbitrator passes away, if the Court accepts the arbitrator's resignation or challenge, or if the Court accepts a request from all parties.

(ii) An arbitrator may also be replaced at the initiative of the Court if it verifies that the arbitrator is prevented from *de jure* or *de facto* from fulfilling his duties as an arbitrator, or when he does not perform his duties in accordance with the rules, or within prescribed deadlines. In which case a new arbitrator will be appointed.

iii) When, based on information brought to its knowledge, the Court intends to apply the provisions of Article 15 (ii), it shall pronounce itself after the arbitrator involved, the parties and any other members of the arbitral tribunal have had the opportunity to submit their observations in writing and within an appropriate period. These observations must be communicated to the parties and the arbitrators.

(iv) In the event of the replacement of an arbitrator, the Court will decide, at its discretion, whether or not to follow the initial nomination process. Once reconstituted, and after hearing the parties, the arbitral tribunal shall determine whether and to what extent the previous procedure will be maintained.

(v) After the end of the statement and investigation, instead of replacing an arbitrator who has died or been dismissed by the Court, pursuant to articles 15 (i) or 15 (ii), the Court may decide, when it deems appropriate, that the remaining arbitrators proceed with the arbitration. In making such a decision, the Court shall take into account the observations of the remaining arbitrators and the parties, as well as any other elements deemed relevant in the circumstances.

#### **ARTICLE 17 Term of Arbitration**

(i) After the appointment of the arbitrator (s), the CEJUPI secretariat will prepare the draft of the Arbitration Term, which must contain:



(a) name, profession, marital status, physical and electronic address of the parties and their lawyers, if any;

b) name, profession and physical and electronic address of the arbitrator (s);

(c) the matter that will be the object of arbitration and summary of the claims;

(d) the place where the arbitration award will be made;

(e) the authorization for the arbitrator (s) to judge by equity, if so agreed by the parties;

(f) the deadline for submitting the arbitral award and the steps in the procedure;

(g) the language in which the arbitration proceeding will be conducted;

(h) determining the form of payment of the arbitrator's fees and the administration fee, as well as the declaration of responsibility for the respective payment and for the arbitration expenses;

(i) the signature of 2 (two) witnesses.

ii) The parties and the Arbitral tribunal must sign the Arbitration Term, and a hearing is allowed for said act that can be confirmed (Arbitration Term) by mere exchange of e-mails or by recording a conference held virtually, hypotheses in which the signatures may be collected later, if so indicated by the appointed arbitrator (s).

(iii) Furthermore to the stated above, the Arbitration Term must contain, in case the previous arbitration clause or commitment doesn't already has it, the procedure schedule based on the complexity of the case presented through the considerations contained in the Arbitration Request, in the Response to the Request and possible counterclaims, where the arbitrator appointed to preside over the works will set the deadlines and activities that will lead the procedure until the arbitration award is delivered.

iv) Should any of the appointed arbitrators understand that it is necessary to present a document or clarify points dealt with by the parties in the Arbitration and Response Request, they may request the party to supplement the information within the time it deems convenient.



v) Once the procedure has been set, the parties will be summoned so that, within a common period of 5 working days, they can present their considerations about the schedule presented.

(vi) If, when considering the timetable, one of the parties manifest disagreement with what was scheduled, the court will definitively express its opinion on the matter, approving or rejecting the changes that might be required by the parties regarding the aforementioned schedule.

vii) In order to ensure the efficient conduct of the procedure on an ongoing basis, the arbitral tribunal may adopt other procedural measures or modify the initial schedule, *ex officio* or at the request of the parties, provided that it justifies the legal certainty and effectiveness of the arbitration procedure.

**Sole paragraph:** The secretariat will transmit the case file to the arbitral tribunal, as a rule in its digital version, as soon as it has been constituted, and provided that the payment of the provision for the costs of arbitration required by the secretariat at this stage of the process has been made.

#### **ARTICLE 18 Proof of representation**

At any time after the start of the arbitration, the arbitral tribunal or the Secretariat may request proof of the powers of representation of any of the parties' representatives.

#### **ARTICLE 19 Seat of arbitration**

(i) The seat of arbitration will always be considered as the place of CEJUPI's tax address, even though one or more parties involved may be physically in a different place.

ii) Unless otherwise agreed by the parties, the arbitral tribunal will primarily hold hearings and meetings online using the tools available for such modality.

(iii) The arbitral tribunal may deliberate in any place it deems appropriate, in a virtual environment or not, and provided that, physically, it does not harm one party in relation to the others.

#### **ARTICLE 20 Language of arbitration**

In the absence of an agreement between the parties, the arbitral tribunal shall determine the language or languages of the arbitral proceedings, taking into account all relevant circumstances, including the language of any prior contract, of the place where the deal took place, or even the native languages of the parties involved.



## **ARTICLE 21 Rules of law applicable to merits**

(i) The parties will be free to choose the rules of law to be applied by the arbitral tribunal to the merits of the case. In the absence of an agreement between the parties, the arbitral tribunal shall apply the rules it deems appropriate depending on the case and whether or not there is an arbitration clause or agreement between the parties.

(ii) The arbitral tribunal shall take into account the terms of the contract between the parties, if any, and any relevant commercial habits and customs.

(iii) The arbitral tribunal shall assume the powers of *amiable compositeur* or decide *ex aequo et bono* only if the parties have agreed to confer such powers on it.

## **ARTICLE 22 Conduct of arbitration**

(i) The arbitral tribunal and the parties must make every effort to conduct the arbitration in a swift and efficient manner, taking into account the complexity of the case and the value of the dispute.

(ii) In order to ensure the efficient conduct of the procedure, the arbitral tribunal, after consulting the parties, may adopt the procedural measures it deems appropriate, as long as they are not contrary to any agreement of the parties.

(iii) At the request of any party, the arbitral tribunal may issue orders relating to the confidentiality of the arbitral proceedings or any other matter related to arbitration and may take any measures to protect trade secrets and confidential information.

(iv) in all cases, the arbitral tribunal must act equally and impartially, and must always ensure that each party has had the opportunity to present its reasons.

(v) The parties undertake, even if by their attorneys-in-fact, to comply with any order issued by the arbitral tribunal.

(vi) The parties may be represented by lawyers with the necessary powers to act on behalf of the party in all acts related to the arbitration proceedings, with representation by a lawyer being recommended by CEJUPI.



(vii) All correspondence, including subpoenas, communications, notices, copies of statements by the parties and decisions of the arbitral tribunal, will be sent only to the attorney of each party. If no attorney has been appointed, communications will be sent directly to the party.

### **ARTICLE 23 Techniques for conducting the procedure**

CEJUPI is based on examples of techniques for conducting procedures that can be used by arbitral tribunals and parties to control the costs and timing of arbitration. Proper control of time and costs is important in all cases. In cases of low complexity and value, it is particularly important to ensure that time and costs are proportionate to the interests at stake. Therefore, it presents:

a) Split procedures or make one or more partial arbitral awards on central issues, when such measures can genuinely contribute to a more efficient resolution of the case.

b) Identify issues that can be resolved by agreement between the parties or between their experts.

c) Identify issues that can be decided exclusively on the basis of documents without the need for testimonial evidence or oral support in the hearing.

d) Production of documentary evidence:

(1) ask the parties to produce all documentary evidence on which they rely, together with their written statements;

(2) avoiding requirements for producing evidence when appropriate in order to control time and costs;

(3) in cases when evidence requirements are considered appropriate, limit those requirements to documents or categories of documents that are relevant and material for the resolution of the case;

(4) setting reasonable deadlines for the production of documents;

(5) use a table for the production of documents to facilitate the resolution of related issues;

(6) Limit the extent and scope of written statements and written and oral testimonies (for both witnesses and experts) to avoid repetition and to focus on core issues.



(7) Use a conference call or videoconference for procedural and other hearings in which the physical presence of the participants is not essential and make use of technological means that allow online communication between the parties, the arbitral tribunal and the Secretariat of the Court.

(8) organize a pre-hearing meeting with the arbitral tribunal during which the issues of the hearing can be discussed and agreed upon and the arbitral tribunal can indicate to the parties what issues it wants them to focus on during the hearing.

e) dispute settlement:

(1) inform the parties that they may enter into a total or partial settlement of their disputes, whether through negotiation or any other amicable form of dispute resolution, such as, for example, mediation under CEJUPI's mediation regulation.

(2) when so agreed between the parties and the arbitral tribunal, the arbitral court may take measures to facilitate the settlement of the dispute, provided that everything possible is done to ensure that any subsequent arbitral award is enforceable under the law.

#### **ARTICLE 24 Statement and filling of supporting documents of the case**

(i) Once the Arbitration Term is signed, the Claimant must offer his initial reasons and the defendant his answer containing all the evidence which the defendant intends to support his arguments and pointing out which evidence he most wishes to produce, including listing witnesses to whom the defendant intends to listen, within the period set by the schedule. or assigned by the parties.

(ii) The party may request, in a reasoned manner, the confidentiality of the witnesses who intend to listen and, if applicable, the witnesses must be listed in a petition apart from the initial reasons or response, as the applicant or defendant, expressly containing the request for secrecy.

(iii) The arbitral tribunal shall proceed to the investigation and filling of supporting documents of the case as soon as possible, using all appropriate means to reach the truth of the defendant, the procedure will be based on the principle of good faith and the commitment of the parties to achieve the factual truth of the procedure.

(iv) The Arbitral tribunal may request the parties to provide the evidence and means of evidence that it deems necessary to determine the outcome, and may therefore hear witnesses, officiate interested parties, appoint experts and assistants, point out the evidence matter to which the result is sought





and receive a consequent report, and all work to be carried out by a third assistant / expert will be accompanied by the parties through previous issues, questions and clarifications.

(v) The arbitral court may hear witnesses, experts appointed by the parties or any other person, in the presence of the parties or in their absence, provided that all interested parties have been duly summoned.

#### **ARTICLE 25 Waiver of the right to object**

The party that proceeds with the arbitration without objecting to the non-compliance with the provisions contained in the regulation, any other rules applicable to the procedure, the determinations of the arbitral tribunal, or any other stipulation contained in the arbitration agreement regarding the constitution of the arbitral tribunal or conducting the procedure, shall be deemed to have waived these objections.

#### **ARTICLE 26 Hearings**

i) In view of the need for a hearing, the parties will be communicated at least 15 days in advance (in case another term has not been fixed by the parties or on the schedule) to actively participate in the act, however, any witnesses that the parties may come to list must be presented at the Initial Reasons (by the claimant) or at the Response, if by the Respondent.

(ii) In case any witness refuses to appear at the hearing or refuses to testify without a legal reason, the President of the Arbitral Court may, at the request of either party or *ex officio*, request the judicial authority to take appropriate measures to take the testimony of the absent witness.

(iii) If one of the parties, although duly notified, fails to appear without valid justification, the Arbitral tribunal may hold the hearing or not; it will be able to apply absentia's penalties to absent or not, according to its best judgment.

(iv) The Arbitral tribunal will regulate the way in which hearings will be held, which all parties will have the right to be present and represented. Unless authorized by the Arbitral tribunal and the parties, the presence of persons unfamiliar with the proceedings will not be allowed at the hearings.

(v) The parties may “appear in person” or through duly authorized representatives. In addition, they may be assisted by advisers.



(vi) The hearing will be held, as a rule, by the virtual environment, unless otherwise agreed by the parties in agreement with the Arbitral Tribunal and, with the end of the Instruction and Judgment Hearing, the phase will also end investigation, statement and filing of supporting documents of the arbitral proceeding, where the parties will be summoned to present their final allegations in the form of a memorial so that a date will be scheduled for the judgment of the demand, in which the arbitral sentence will be pronounced.

(vii) The CEJUPI secretariat will provide, at the request of the Arbitral tribunal or any of the parties, a transcript of the hearing, as well as interpreter or translator services, with the respective costs being paid in advance by the parties.

(viii) Any nullity of an act carried out in the arbitration proceeding must be claimed at the first opportunity that the party is entitled to manifest, under penalty of preclusion, and cannot be pleaded in another opportunity.

(ix) In the event of non-compliance with any order from the Arbitral Tribunal and in the event of a coercive measure being required, the interested party or the Arbitral Tribunal will request its execution from the competent body of the Judiciary.

#### **ARTICLE 27 Request for Urgent Measures**

(i) The party that wishes to appeal to an emergency arbitrator, under the terms of this CEJUPI Arbitration Regulation, must submit its Request for Urgent Measures to the institutional email of CEJUPI, stating in the title of the e-mail “**Request for Urgent Measures**” and the applicant's name. In the body of the e-mail, the factual report that justifies the urgency request, the documents that prove essential facts, the requests themselves and all the means to contact the applicant must be included.

(ii) In response, the CEJUPI secretariat will send the applicant the values and means of discharge relating to the fees and values on what is required.

(iii) The Request must contain the following elements:

a) full name or denomination, qualification, address and any other contact details for each party;

b) full name, address and any other contact details of the persons representing the applicant, as well as the competent letter of attorney that grants powers;



c) a description of the circumstances that gave rise to the Request and the dispute submitted or to be submitted to arbitration. In the same act, the reasons why the applicant needs an urgent precautionary or provisional measure that cannot wait for the constitution of the Arbitral tribunal. Everything duly signed by the applicant or representative;

f) any relevant contracts and, in particular, the arbitration agreement (s) or clause (s);

g) any agreement regarding the place of arbitration, the applicable rules of law and the language of the arbitration;

h) proof of payment of the amount stipulated as the Registration Fee; and

1) copy of the applicant's identification documents and his / her attorney.

2) The request may contain any document or information that the applicant considers appropriate or that can contribute to the analysis of the request in an efficient manner.

3) The request must be written in the language of the arbitration if it has been agreed by the parties or, in the absence of such agreement, in the language of the arbitration agreement. In the absence of any of them, the request will be made in the native language of the person requesting the establishment of the emergency measure.

4) If, to the extent that the President of the Court considers, on the basis of the information contained in the request, that the provisions on the Emergency Arbitrator apply in relation to Article 24 (v) of the Rules of Procedure, the secretariat shall transmit a copy of the request and the accompanying documents to the requested party. If, and to the extent that the President decides otherwise, the secretariat will inform the parties that the emergency arbitrator's procedure should not proceed in relation to some or all parties and will transmit a copy of the request to them for their information.

5) The President shall dismiss the emergency arbitrator procedure if an application for arbitration is not received by the secretariat from the claimant within 15 days of the notification of receipt of the request sent by the secretariat, unless the emergency arbitrator determines that a longer period is necessary.



(iv) Thus, the Arbitral tribunal may, at the request of either party or when deemed appropriate, by a duly substantiated decision, grant protection of evidence or urgency, precautionary or anticipated, according to each case.

(v) As long as the Arbitral tribunal has not been established by means of the Arbitration Term, the parties may request urgent, precautionary or advance relief from the competent judicial authority. The Arbitral tribunal, as soon as it is constituted, may review the party's request, maintaining, modifying or revoking, in whole or in part, the decision issued by the judicial authority.

(vi) The request made by one of the parties to a judicial authority to obtain urgent, precautionary or advance relief, before the Arbitral Tribunal is constituted, will not be considered a waiver of the arbitration agreement, nor will it exclude the jurisdiction of the Arbitral tribunal to review it. It and proceed with the judgment on the merits of the case.

#### **ARTICLE 28 Emergency arbitrator**

(i) The party that needs an urgent precautionary or provisional measure that cannot wait for the constitution of an arbitral tribunal ("Urgent Measures"), may request such measures. Such request will only be accepted if received by the secretariat prior to the transmission of the records to the arbitral court and regardless of the fact that the party requesting the measure has already submitted its request for arbitration.

ii) The emergency arbitrator's decision will take the form of an order. The parties undertake to comply with any order issued by the emergency arbitrator.

(iii) The order of the emergency arbitrator will not bind the arbitral tribunal with respect to any matter, issue or controversy determined in such order. The arbitral tribunal may alter, revoke or cancel an order or any modification to an order issued by the emergency arbitrator.

(iv) The Court will decide any request or demand from the parties relating to the emergency arbitrator's procedure, including the reallocation of the costs of such procedure and any demand related to the compliance or otherwise of the order.

(v) The provisions on the Emergency Arbitrator are not applicable when:

a) the arbitration agreement providing for the application of the regulation was concluded before the date of entry into force of the regulation;



b) the parties have agreed to exclude the application of the provisions on the Emergency Arbitrator;  
or

c) the parties have agreed to apply some other pre-arbitration procedure which provides for the possibility of granting precautionary, provisional or similar measures.

(vi) The provisions on the Emergency Arbitrator are not intended to prevent any party from requiring urgent precautionary or provisional measures from any competent judicial authority, at any time before requesting such measures and, in appropriate circumstances, even after such request, under the terms of the regulation. Any request for such measures to a competent judicial authority will not be considered an infraction or waiver of the arbitration agreement. Any requests and measures taken by the judicial authority must be notified to the secretariat without delay.

#### **ARTICLE 29 Appointment of the emergency arbitrator; transmission of records**

(i) The President or the Court shall appoint an emergency arbitrator within the shortest possible time, normally within two working days from the receipt, by the secretariat, of the request.

(ii) If the procedure has already been initiated through the promotion of the Arbitration Term, no emergency arbitrator will be appointed, since the records are already in the domain of the arbitral tribunal, the latter having to take urgent decisions and measures. The emergency arbitrator who was appointed prior to the consolidation of the Term of Arbitration, will retain his powers to issue an order within 3 working days, counting from the sending of the request to the competent Arbitral tribunal.

(iii) Once the emergency arbitrator is appointed, the secretariat will notify the parties and transmit the case file to the emergency arbitrator. From that moment, all written communication from the parties must be sent directly to the emergency arbitrator, with a copy to the other party and to the secretariat. A copy of any written communication from the emergency arbitrator to the parties must also be sent to the secretariat.

iv) Every emergency arbitrator must be and remain impartial and independent from the parties involved in the dispute.

(v) Prior to his appointment, the proposed emergency arbitrator must sign a declaration of acceptance, availability, impartiality and independence. The secretariat will send a copy of such declaration to the parties.



(vi) The emergency arbitrator shall not act as arbitrator in any arbitration related to the dispute that gave rise to the request

### **ARTICLE 30 Objection to the appointment of the emergency arbitrator**

(i) The challenge to the appointment of an emergency arbitrator must be made for the same reasons that allow the challenge of the Arbitral tribunal and within three days from the receipt, by the contesting party, of the notification of the appointment, or the date on which such party is informed of the facts and circumstances on which the objection is based, if the latter date is later than receipt of the notification.

(ii) The challenge will be decided by the Court after the secretariat has given the emergency arbitrator and the other party or parties the opportunity to express themselves, in writing, within a reasonable time.

### **ARTICLE 31 Costs of the emergency arbitrator procedure**

The applicant must pay the amount equivalent to 60% (sixty percent) of the expenses with the registration fee, administrative fee and the arbitration fees provided for in the CEJUPE Table of Costs and Fees. Therefore, it will not be notified to the Respondent or transmitted to the arbitrator without the Requesting party having previously made the payments due to the CEJUPE Secretariat.

### **ARTICLE 32 Arbitral award**

(i) The Arbitral tribunal or sole arbitrator will render a judgment within 60 (sixty) days, counted from the end of the term for the final arguments of the parties, and this period may be extended by up to 60 (sixty) days by the Arbitral tribunal, upon justification of the Arbitrator.

(ii) The award and other decisions will be rendered by a majority, with each arbitrator having one vote, including the president of the Arbitral Tribunal. If there is no majority agreement, the vote of the President of the Arbitral Court shall prevail.

(iii) The Arbitral Tribunal may deliberate anywhere it deems appropriate, and the sentence will be rendered at the place of arbitration, unless the parties have otherwise provided.



(iv) The sentence will be reduced to writing by the arbitral tribunal and will be signed by all the arbitrators, however, the majority signature will be sufficient for its effectiveness, in case any of them refuses or cannot sign it.

(v) The arbitration award will contain:

(a) the report, with the name of the parties and summary of the dispute; (b) the grounds for the decision, in which the questions *de facto* and *de jure* will be analyzed, with an express mention, when applicable, of having been rendered by equity; (c) the provision, in which the Arbitral Court will resolve all issues submitted and set a deadline for compliance, if applicable; (d) the date and place of delivery.

(vi) The sentence will also contain the fixing of arbitration costs and expenses, in accordance with the CEJUPI Table, including the Administration Fee and Arbitrators' Fees, as well as the responsibility of each party in the payment of these parts, considering, among other criteria that deemed relevant, the behavior of the parties in favor of the effective conduct of the procedure, respecting the limits established in the arbitration agreement or in the Arbitration term, as the case may be.

(vii) Once the sentence was handed down by the Arbitral tribunal and forwarded to the CEJUPI secretariat within the period provided for in item (i), the secretariat will forward an original copy to each party, with proof of receipt. The secretariat will keep in its files a copy of the entire sentence, together with the records.

(viii) The Arbitral tribunal may issue partial sentences before the final decision of the arbitration.

(ix) In the event of a partial arbitral award being rendered, filing an action for nullity of the arbitral award does not prevent the arbitration from proceeding or the final award by the Arbitral Court.

(x) In the event of a material error, omission, obscurity, doubt or contradiction of the arbitral award, the parties will have a period of 09 (nine) days, counted from the date of receipt of the award, to formulate a request for clarification.

(xi) The Arbitral Tribunal will decide the request for clarifications within a period of up to 20 (twenty) days from its receipt, and this period may be extended for another 10 (ten) days by the Arbitral tribunal, upon prior justification of the act.

### **ARTICLE 33 Notification, deposit and enforceability of the arbitral award**



(i) After the arbitral award has been made, the secretariat will notify the parties of the text signed by the arbitral tribunal, provided that the costs of the arbitration have been paid in full to CEJUPI, by the parties or by one of them.

(ii) Additional copies authenticated by the Secretary General will be delivered exclusively to the parties, whenever they so request, and after the discharge of the extraordinary expense.

(iii) By virtue of the notification made in accordance with item (i), the parties waive any other form of notification or deposit by the arbitral tribunal.

(iv) An original copy of each arbitral award handed down pursuant to the terms of the regulation must be deposited at the Court's secretariat, the same being accepted in digital form, if forwarded by email in PDF format to the CEJUPI secretariat.

(v) The arbitral tribunal and the secretariat shall assist the parties in completing any additional formalities deemed necessary.

(vi) Every arbitration award binds the parties. By submitting the dispute to arbitration under the regulation, the parties undertake to comply with the arbitration award without delay and waive all remedies they can validly waive.

#### **ARTICLE 34 Correction and interpretation of the arbitral award; return of arbitral awards**

(i) On its own initiative, the arbitral tribunal may correct any material, calculation or typographical error, or any similar errors found in the arbitral award, provided that such correction is submitted to the Court for approval within 9 (nine) days, from the date of delivery of the sentence.

(ii) Any request for correction of an error referred to in item (i), or regarding the interpretation of an arbitration award, must be made to the secretariat within 10 (ten) days from the notification of the award to the parties, virtually or in number of copies stipulated in article 28 (vii). After submitting the request to the arbitral tribunal, the latter must grant the other party the same period, from the receipt of the request made by the opposing party, for their observations to be submitted. The arbitral tribunal shall present the draft of its decision on the request to the CEJUPI secretariat within 30 days after the Arbitral tribunal or sole Arbitrator has received the parties' considerations.

(iii) The decision to correct or interpret the arbitral award must be made in the form of an addendum, which will form an integral part of the arbitral award.





(iv) When a judicial body returns an arbitral award to the arbitral tribunal, interventions which might be appointed by the judicial body will be treated as if they were addendum, so that the arbitral award rendered is in accordance with the terms determined by the judiciary. The Court may take any measure it deems necessary to enable the arbitral tribunal to comply with the terms of the court decision and may set a provision to cover any additional expenses and fees of the arbitral tribunal and any additional administrative expenses of CEJUPI as a result of such intervention and acts .

### **ARTICLE 35 Limitation of liability**

The arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the Court and its members, CEJUPI and its employees and CEJUPI National Committees and Groups and their employees and representatives, shall not be liable to any person for any acts or omissions related to an arbitration, except to the extent that such limitation of liability is prohibited by applicable law.

## **Chapter IV - APPOINTMENT OF ARBITRATORS, MEDIATORS, EXPERTS**

### **ARTICLE 36.**

The appointment of arbitrators in a given procedure will be made by the parties, by mutual agreement, in the choice among the arbitrators previously registered in the CEJUPI List of Arbitrators, unless the attempts of free and agreed choice between the parties are exhausted, at which time will be appointed by CEJUPI under the terms of this regulation. The prior registration of assistants before CEJUPI will take place as provided for here:

Arbitrators and Mediators will obtain prior registration with CEJUPI when:

- 1) Take the preparatory course for the activity and be approved with a grade above 70%;
- 2) You are invited by CEJUPI in recognition of notorious knowledge and contribution to the formation of knowledge about conflict and law, being nominated while on a honorary basis;
- 3) It is required by the interested person, by submitting curriculum analysis and / or examining knowledge about the subject, which can be replaced by an interview, as the Court best understands.



- 4) When, during the procedure, there is a need for intervention, at which point the intervener will be invited to a specific act upon prior registration in the CEJUPI staff.

### **ARTICLE 37 - Appointment and registration of other professionals**

(i) The other professionals involved in the specific resolution of a conflict, such as experts, psychologists, interpreters, translators, therapists and other assistants in the search for the truth in the arbitral proceedings, will be appointed in the proceedings by agreement between the parties among the assistants previously registered in the list of assistants of CEJUPI, unless the attempts of free choice and agreed between the parties are exhausted, when the assistant will be appointed by CEJUPI, under the terms of this regulation. As for the previous registration of assistants at CEJUPI, it shall take place:

- 1) Upon specific request and curriculum analysis and / or examination of knowledge about the subject; and may be replaced by an interview as the Court sees fit.
- 2) You are invited by CEJUPI in recognition of notorious knowledge and contribution to the formation of knowledge about conflict and law, being appointed as an assistant of honor;

(ii) With the exception of the Arbitrators / Mediators and honor assistants, the remaining registrants must contribute with the registration fee and registration maintenance fee to remain enrolled in CEJUPI's Arbiters / Mediators and Assistants.

1) The values of the registration fees will vary according to the activity of the required registration, the table being made available on the CEJUPI website.

iii) Whenever an arbitrator, mediator and / or assistant is appointed to act in a certain procedure, he will contribute to the costs of administering the procedure by CEJUPI in the percentage of 12% of the amount of fees fixed and effectively received, to which retained when the payment is made by the parties.

(iv) Whatever the nature of the person enrolled with CEJUPI & ADR, he may disengage himself from the center:

a) When the registrant formally requests, by any of the existing means of communication, the act is valid from the date of its awareness by CEJUPI & ADR;



- b) When the enrollee commits any act that may directly or indirectly affect the image, morals and functioning of CEJUPI & ADR in carrying out its activities, according to the unique and exclusive assessment of the committee specially constituted for the case.

### **ARTICLE 38 Administration fees, arbitrator fees and other expenses**

(i) Each Arbitration Request submitted under the terms of the regulation must occur alongside with the payment of a registration fee in the amount shown in the ADMINISTRATION FEE, ARBITRATOR FEES AND OTHER EXPENSES. This payment is non-refundable and is due for the registration of the new procedure and initial acts, regardless of whether the parties have signed the arbitration term or will not proceed with the procedure.

(ii) In general, after the signature of the Arbitration Term or its approval by the Court and the establishment of the procedure schedule, the arbitral tribunal should consider only the main claims or counterclaims for which the provision has been paid in full.

(iii) The provision for the costs of arbitration established by the Court, in accordance with the table for this purpose, includes the fees and any other expenses of the arbitrator (s), as well as the administration fee due to CEJUPI and administrative expenses of CEJUPI.

(iv) The Court may authorize the payment of the provision for the costs of arbitration, or of the portion of any of the parties, to be made in installments or by bank guarantee, subject to the conditions that the Court deems appropriate, including the payment of additional administrative expenses to CEJUPI.

(v) Prior to the commencement of any expertise determined by the arbitral court, the parties, or one of them, must pay a provision of an amount established by the arbitral tribunal, sufficient to cover the expert's fees and expenses, which will be fixed by the arbitral tribunal. The arbitral tribunal will be responsible for ensuring the payment of such fees and expenses by the parties.

(vi) No interest on the amounts paid as a provision for arbitration costs shall be charged on the parties or arbitrators.

(vii) CEJUPI will make available to the parties the administration fee table, arbitrator fees and other expenses in response to the arbitration request, which table may be revised at any time by an act of the Executive Board, provided that before the promotion of the arbitration.



(viii) in the event of a counterclaim, administration fees and arbitrator fees will be calculated and payable separately for the main claim and for the counterclaim.

(ix) for the purposes of this article, not only the plaintiff and respondent are considered parties, but also the arbitrators and auxiliaries.

(x) After the deadline for the respondent's response to the request for institution of arbitration and, prior to the act to promote the arbitration term, the parties will be summoned by the secretariat to collect the administration fee and arbitrator's fees, fixed based on the estimated value of the demand presented by the parties, at the rate of 50% (fifty percent) for each procedural pole.

(xi) The CEJUPI Secretariat will request the parties, each procedural pole, to deposit a given amount of money to cover the expenses necessary to conduct the arbitration procedure, such as mail, photocopies, telephone and videoconference calls, equipment rent and possible extraordinary venue for the holding of an audience, translator services, etc. The final responsibility for the expenses with the arbitration will be fixed in the arbitration award.

(xii) In the case of non-payment, by either party, of the administration fee, the arbitrator's fees, other expenses or advances requested by the secretariat, in the time and in the amounts stipulated, the other party may advance the respective amount in order to allow the arbitration to take place, proceeding to the settlement of the accounts at the end of the procedure, as decided in the arbitration award.

(xiii) The presence of the formulation of opposing requests, in which the defendant expects the plaintiff to be convicted of the mere dismissal of the requests formulated by the plaintiff, will be considered as a new arbitration procedure and the parties should bear the due costs.

(xiv) in case the full administration fee, the arbitrators' fees, as well as the advanced expenses coverage is not paid within the stipulated period, the arbitration will be suspended, and may be resumed after the payment is made. If the suspension lasts more than 180 (one hundred and eighty) days, the arbitration will end.

(xv) The fees for the presiding arbitrator of the Arbitral tribunal will be 15% (fifteen percent) higher than the fees provided for the other arbitrators. In the event that the arbitration is conducted by a single arbitrator, the fees in the Table will be increased by 30% (thirty percent).



(xvi) Until the signing of the Arbitration Term, if the parties request the closing of the procedure, the administration fee and the arbitrators' fees will be returned to the parties.

(xvii) If, in the course of the arbitration, it is found that the economic value of the dispute informed by the parties is lower than the real economic value determined based on the elements produced during the procedure, the CEJUPI secretariat or the Arbitral tribunal will proceed with the respective correction, and the parties, if applicable, complement the amount initially deposited as an administration fee and arbitrators' fees, within 15 (fifteen) days, counting from the receipt of the summons sent to them.

(xviii) In the event that the complementation is not paid in full by either party, the provisions of items (viii) to (xii) shall apply, in the event of the extinction of the procedure or the exclusion of claims from one of the parties, the amounts referring to the administration fee and the arbitrator fees previously paid will be reversed in favor of CEJUPI.

#### **ARTICLE 39 Decision on the costs of arbitration**

(i) The costs of arbitration include the arbitrators' fees and expenses and CEJUPI's administrative expenses fixed by the Court, in accordance with the table in force on the date of the arbitration's establishment, as well as the fees and expenses of any experts appointed by the arbitration court, and the reasonable expenses incurred by the parties for their representation in the arbitration.

(ii) The Court may determine the fees of the arbitrator or arbitrators in amounts higher or lower than those that could result from the application of the current table, if it deems necessary, due to the exceptional circumstances of the case.

(iii) At any time during the course of the proceedings, the arbitral tribunal may make decisions regarding costs, in addition to those fixed by the Court, and order their payment.

(iv) The final arbitration award will set the costs of the arbitration and decide which of the parties will pay for it, or in what proportion they will be shared between the parties.

(v) When making cost decisions, the arbitral tribunal shall consider any circumstances it deems relevant, including the extent to which each party has conducted arbitration in an expeditious and cost-efficient manner.



(vi) If all claims are withdrawn, or the arbitration is extinguished before a final arbitration award is made, the Court shall establish the fees and expenses of the arbitrators and the administrative costs of CEJUPI. If the parties fail to agree on the allocation of arbitration costs or any other relevant aspect of such costs, it will be up to the arbitral tribunal to decide on such matters. If the arbitral tribunal has not yet been constituted at the time of the withdrawal of the claims or the termination of the proceeding, any party may request the Court to proceed with the constitution of the arbitral tribunal under this regulation so that the arbitral tribunal may take any decisions regarding costs.

#### **ARTICLE 40 Arbitration Clauses and ADR**

(i) It is recommended that parties wishing to refer to CEJUPI arbitration include in their contracts the standard clause below, as appropriate:

1<sup>st</sup> To submit to the multiport system:

**“Arbitration Clause / Commitment:** All controversies, disputes or conflicts arising from the interpretation, performance, execution or in connection with this contract, will be resolved through the Strategic Center for Private Justice and Alternative Dispute Resolution (CEJUPI and ADR) to which you should contact the website <https://www.cejupi.com/>, following the stipulated multiport system and by which the most appropriate resolution model for the conflict presented will be indicated and, if frustrated or not indicated in the case, the alternative methods, the resolution of the conflict will take place through Arbitration, under the terms of Brazilian Law No. 9,307 / 96 and according to the specific regulation of the elected Arbitration Chamber, with CEJUPI and ADR being hereby elected, to be judged by a single arbitrator or by a tribunal formed by 3 arbitrators, as elected by the possible claimant, as well as, subjecting the parties, from now, to its Internal Regulations and the legislation of the country\_\_\_\_\_ being applicable to the conflict.

2<sup>nd</sup> To submit the CEJUPI arbitration:

**“Arbitration Clause / Commitment:** All controversies, disputes or conflicts arising from the interpretation, performance, execution or in connection with this contract, will be resolved by Arbitration, under the terms of Brazilian Law No. 9,307 / 96 and according to the specific regulation of the Arbitration Chamber elected, the Strategic Center for Private Justice and Alternative Dispute Resolution (CEJUPI and ADR) being elected, which should be contacted through the website <https://www.cejupi.com/>, to be judged by a single arbitrator or by tribunal formed by 3 arbitrators, according to the election of the possible claimant, as well as, subjecting the parties, now, to its Internal Regulation and the legislation of the country\_\_\_\_\_ being applicable to the conflict. ”



(ii) Arbitration without an Emergency Arbitrator: If the parties do not wish the Provisions on the Emergency Arbitrator to apply, they must thus expressly provide, adding the following text to the end of the standard clause above: “The Arbitration Provisions shall not apply. ”

(iii) The parties are free to adapt the clause according to the particular circumstances. For example, they may want to stipulate the number of arbitrators, the language and even the law applicable to the merits of the dispute.

(iv) The adaptation of the clause must be done carefully, in order to avoid any risk of ambiguity. Ambiguous text clauses cause insecurity and delays in completing the procedure and may hinder, or even compromise, the dispute resolution process.

(v) The parties must also take into account any aspects that may affect the enforcement of the clause in accordance with applicable law, such as, for example, any public policy rules that may exist at the seat of arbitration and where it is likely that arbitration award is enforced.

(vi) Anyone wishing to include an arbitration clause in a language other than those already available (English, Spanish and Portuguese), must request the model of said clause through the institutional electronic address of CEJUPI & ADR.

## **CHAPTER V - CEJUPI & ADR'S ALTERNATIVE / ADEQUATE METHODS FOR RESOLVING CONFLICTS**

### **ARTICLE 41 Introductory provisions**

(i) The regulation of ALTERNATIVE / ADEQUATE CONFLICT RESOLUTION METHODS of the PRIVATE JUSTICE STRATEGIC CENTER (CEJUPI) AND ADR has the functioning known as Multiport, where a team of professionals from multiple areas (ADR Analyst Board), formed by at least 3 professionals , performs the preliminary analysis of the case and directs the parties to the method of peaceful resolution that proves to be more efficient in the specific concrete case, leaving the parties subject to the chosen procedure.

ii) The Regulation provides for the appointment of third parties neutral to the conflict and the parties that will assist the parties in resolving their dispute.

iii) The various mediation methods, conciliation, family constellation and other alternative dispute resolution methods will be the procedures used by CEJUPI & ADR, as the case may be and according



to the ADR Analyst Board's best criteria, unless, before confirmation or appointment of the members of said Analyst Board, or with the agreement of the latter, the parties agree on a different procedure or a combination of consensual dispute resolution procedures to which they wish to submit, in which case the parties must sign a Conflict Pacification Commitment Term before CJUPI & ADR.

(iv) It is agreed that the term “mediation”, as used in the regulation, generically includes all procedures for the peaceful or adequate resolution of the conflict, and also that the term “Mediator” includes the neutral third party who leads the said procedure (s).

(v) All parties can agree to change any of the provisions of the regulation, however, CEJUPI & ADR may decide not to administer the procedure if, in its opinion, it considers that such amendment does not respect the spirit of the regulation. At any time after confirmation or appointment of the Mediator, any agreement to amend the provisions of the Regulation must also be subject to the approval of the Mediator and / or the COURT.

#### **ARTICLE 42 Start of the procedure in the existence of an agreement to submit to the regulation**

(i) If there is an agreement between the parties to submit their dispute to the regulation, any party or parties that intend to initiate mediation under the terms of the regulation must submit to CEJUPI a Written Mediation Request, in its virtual (digitized) aspect containing, whenever possible, the following elements:

a) copy of the applicant's identification documents, as well as the names, addresses, telephone numbers, e-mail addresses and any other contact details of the parties involved in the conflict, and of any person (s) representing them in the procedure;

b) description of the dispute, including, if possible, an estimate of its value;

c) any agreement to use an appropriate resolution procedure, in the absence of an agreement, any proposal for another resolution procedure that the party submitting the application intends to present;

d) any agreement on the deadline (s) for conducting the mediation or, in the absence of an agreement, any proposal regarding the deadline (s);

e) any agreement on the language (s) of the mediation or, in the absence of an agreement, any proposal relating to the language (s);





f) any designation, jointly by all parties, of a mediator or, in the absence of joint designation, any agreement by all parties about the attributes of the mediator to be appointed by CEJUPI or, in the absence of such agreement, any proposal relating to the attributes the mediator;

h) copy of any written agreement on which the application is based.

(ii) In conjunction with the application, the party or parties must pay the registration fee stipulated in the appendix to this regulation, in force on the date of submission of such application.

(iii) After the registration fee has been paid, the CEJUPI & ADR secretariat will forward a copy of the application to all other parties involved, unless the application has been submitted jointly by all of them.

(iv) CEJUPI will notify the parties in writing of receipt of the application and registration fee.

(v) In the previous existence of an agreement to submit to the regulation, the date of receipt of the application by CEJUPI shall be considered, for all purposes, as the starting date of the procedure.

(vi) If the parties have agreed that the deadline for resolving the dispute, under the terms of the regulation, begins to run from the date of submission of the request, such presentation will be considered, for the sole purpose of determining the beginning of the term, as having been carried out on the date when CEJUPI notifies the receipt of the application, or the date of discharge of the registration fee, whichever occurs last.

#### **ARTICLE 43 Beginning of the procedure in the absence of an agreement to submit to the regulation**

(i) In the absence of an agreement between the parties to submit their dispute to the regulation, any party that intends to propose this option may do so by sending a written request to CEJUPI containing the information specified in Article 2 (i) sub-items to ) –g). After receiving such a request, CEJUPI will inform the other parties about the proposal, and may assist them in assessing it.

(ii) In conjunction with the application, the party or parties submitting the application must pay the registration fee stipulated in the appendix to this regulation, in force on the date of submission of said document.



(iii) If the parties agree to submit their dispute to the terms of the regulation, the procedure will begin on the date that CEJUPI sends a written confirmation to the parties that such agreement has been reached.

(iv) If the parties do not agree to submit their dispute to the terms of the regulation within 15 days from the date of communication of all parties involved about the request to initiate the ADR procedure, or in any other additional period that can reasonably be determined by CEJUPI, the procedure shall not be initiated.

#### **ARTICLE 44 Place and language (s) of mediation**

(i) In the absence of agreement between the parties, CEJUPI may determine the manner and place of any meeting between the mediator and the parties, or invite the mediator to do so, after confirmation or appointment of the mediator, preferably through online communication channels.

(ii) In the absence of agreement between the parties, CEJUPI may determine the language (s) to be adopted in conducting the mediation, or invite the mediator to do so, after confirmation or appointment of the mediator. Provided efficient for communication between the parties.

(ii) The tax address in relation to the provision of services will always be that of the CEJUPI headquarters address.

#### **ARTICLE 45 Choice of Mediator**

(i) The parties may jointly designate a mediator for confirmation by CEJUPI.

(ii) In the absence of a joint designation of a mediator by the parties, CEJUPI shall, after consulting the parties, appoint a mediator or propose a list of mediators. The parties may jointly designate a mediator on the said list, for confirmation by CEJUPI. If the parties fail to do so, the mediator will be appointed by CEJUPI.

(iii) Before the appointment or confirmation, the probable mediator must sign a declaration of acceptance, availability, impartiality and independence. The probable mediator must disclose in writing to CEJUPI any facts or circumstances the nature of which could lead to the questioning of his independence in the eyes of the parties, as well as any circumstances that may generate reasonable doubts in relation to mediator's impartiality. CEJUPI shall communicate such information to the parties in writing and establish a deadline for submitting any comments.



(iv) When confirming or appointing a mediator, CEJUPI should consider the attributes of the likely mediator, including nationality, language skills, training, qualifications and experience, as well as the availability and capacity of the likely mediator to conduct the mediation in accordance with the Regulation.

(v) In the case of appointing a mediator, CEJUPI shall do so based on the considerations of the ADR review board, and the Court shall promote all reasonable efforts to appoint a mediator with the attributes, if any, agreed upon by all parties. If any party challenges the appointed mediator and notifies the Center and the other parties in writing, specifying the reasons for such challenge, within 15 days of receiving notification of the appointment, CEJUPI shall appoint another mediator, provided that the challenge offered is substantiated.

(vi) With the consent of all parties, the parties may appoint more than one mediator or request that CEJUPI appoint more than one mediator, in accordance with the provisions of the regulation. In appropriate circumstances, CEJUPI may propose to the parties the appointment of more than one mediator.

#### **ARTICLE 46 Fees and costs**

(i) In conjunction with the application, the party or parties submitting it must submit the non-refundable registration fee provided for in Article 2 (ii) or Article 3 (ii) of the regulation, as stipulated in the Appendix to this regulation. No application will be processed without paying the registration fee.

(ii) Upon receipt of an application under Article 3, CEJUPI may request that the party submitting it make a deposit to cover administrative expenses.

(iii) After the initiation of the procedure, CEJUPI must request that the parties make one or more deposits to cover the administrative expenses and the mediator's fees and expenses, as stipulated in the Appendix to the present regulation.

(iv) In the absence of making any requested deposit, CEJUPI may suspend or terminate the procedure as provided for in the regulation.

(v) After closing the procedure, CEJUPI will fix the total costs and, as the case may be, reimburse the parties any amount paid in excess or charge the parties any balance due, under the terms of the regulation.



(vi) in relation to procedures initiated under the terms of the regulation, all deposits requested and stipulated costs are borne in equal installments by the parties, unless otherwise agreed in writing. However, any party may pay the other party's default balance and, subsequently, should it wish to do so, recover the amount through return action or any other procedure that may be appropriate.

(vii) Unless otherwise agreed, the remaining expenses of either party will be their responsibility.

#### **ARTICLE 47 Conduct of mediation**

(i) The mediator and the parties should promptly discuss how mediation will be conducted.

(ii) After this debate, the mediator should promptly send a written note to the parties on how the mediation shall be conducted. By agreeing to submit a dispute to the regulation, each party agrees to participate in the procedure, at least until the receipt of said note from the mediator or until the early termination of the procedure, as provided for in Article 8 (i) of the regulation.

(iii) When establishing and conducting mediation, the mediator must be guided by the will of the parties and must treat them with fairness and impartiality.

(iv) Each party must act in good faith during the mediation.

#### **ARTICLE 48 Closing of the Procedure**

(i) The procedure initiated under the terms of the regulation will be closed upon written confirmation sent by CEJUPI to the parties, after the occurrence of one of the following facts, whichever comes first:

a) signing an agreement between the parties;

b) written notification sent to the mediator by either party, at any time after receiving the note from the mediator referred to in Article 7 (ii), indicating that party's decision not to proceed with the mediation;

c) written notification sent by the mediator to the parties indicating the conclusion of the mediation;

d) written notification sent by the mediator to the parties that, in the mediator's opinion, the mediation will not resolve the dispute between them;



(v) Omissions in these Regulations shall be decided by the Executive Council, through dialogue and free consensus, which, if not reached, will be taken to the President to decide after hearing the counselors.

## **Annex I - Management Organization Chart**

CEJUPI, for its decision making, is structured as follows:

Executive Council



Managing Director



Secretary



National Directors



Regional Coordinators

## **ANNEX II - TABLE OF COSTS, EMOLUMENTS, CHARGES AND FEES CEJUPI & ADR**

### **Arbitration**

To request the arbitration institution, the party must pay the Registration Fee, currently set at R\$ 4,500.00 (four thousand five hundred reais).



Administration Fee, effective from October 1, 2020

TABLE OF ARBITRATOR FEES CONSIDERING THE AMOUNT OF THE CASE IN Reais (R\$)

Value of the case (R\$)	Administration fee	Fees
From 0 to 20,000	R\$ 1.500,00.	R\$ 3.500,00
From 20.001 to 100.000	10% of the case's value	R\$ 5.000,00
From 100.001 to 300.000	7% of the case's value.	R \$ 7,000.00 + 3.70% on what exceeds R \$ 100,000.00
From 300.001 to 500.000	5% of the case's value.	R\$ 10.000,00 + 3,70% on what exceeds R\$ 300.000,00
From 500.001 to 1.000.000	5% of the case's value.	R\$ 16.000 +2,50% on what exceeds 500.000,00
From 1.000.001 to 1.500.000	5% of the case's value.	R\$ 28.600 + 1,90% on what exceeds 1.000.000,00
From 1.500.001 to 2.000.000	5% of the case's value.	R\$ 38.100 +1,12% on what exceeds 1.500.000,00
From 2.000.001 to 5.000.000	3% of the case's value.	43.700 +0,69% on what exceeds 2.000.000,00
From 5.000.001 to 10.000.000	3% of the case's value.	63.200 +0,60% on what exceeds 5.000.000,00



From 10.000.001 to 15.000.000	3% of the case's value.	93.200 +0,50% on what exceeds 10.000.000,00
From 15.000.001 to 20.000.000	3% of the case's value.	118.200 +0,30% on what exceeds 15.000.000,00
Over 20.000.000	2% of the case's value.	0,15% of the case's value; limited to R\$ 500.000,00

**Notes:**

1. The administration fee includes administration of the procedure, the holding of a hearing, accompanied by the secretary of the procedure. In case hearings are held in other locations, the parties must pay the costs of renting rooms, recording, transcription and projection equipment, by directly contracting the respective suppliers.

ii. In all cases, the parties must anticipate the amount of R \$ 1, 000.00 (one thousand reais) to CEJUPI for the costs and expenses with copies, correspondence, any travel, tickets, accommodation and food that are incurred by a member of CEJUPI for the benefit of the procedure.

ii.a - In any of the cases, at the end of the procedure, CEJUPI will report and return the excess amount not spent.

2. The provisions of the preceding item will be applied to any other procedure that takes place outside the headquarters of CEJUPI and that the presence of the secretary of the procedure is required by the arbitral tribunal.

3. In the event that it is necessary to make copies or digitize documents by the CEJUPI Secretariat, the costs must be reimbursed by the parties at the rate of R \$ 0.25 per copy or scanned sheet.

4. If the arbitration is conducted by three or more arbitrators, the fees of each co-arbitrator will be equal to the amount corresponding to 85% of the reference in the table, guaranteed a minimum of R \$ 3,000.00. The fees due to the President of the Arbitral tribunal will be equal to that of the other arbitrators involved in the collegiate judgment plus 15%.





5. As the arbitration is conducted by a single arbitrator, the fee amount will be equal to the reference amount shown in the table.
6. The fees due to each of the members of the Arbitration Challenge Committee, should the appointed arbitrator(s) be challenged, will be equivalent to 60% (sixty percent) of the amount stipulated to the arbitrator of the main cause.
7. Except when the arbitrator is challenged or the jurisdiction of the arbitration chamber (which will take place by an autonomous procedure), where the party proposing will bear the fees and honoraria separately, in other cases the expenses and fees will be due proportionally between the parties involved.
8. The other procedures, such as arbitration, conciliation and family constellation will have their values fixed according to the complexity presented by the case and the elected professional.
9. If the value of the case is in a currency other than Brazilian currency, for all purposes, the exchange rate of the day of the request for the procedure will be recorded, and the applicant will subsequently be summoned to list the reasons and change the amounts.