

The Sport and Human Rights Dispute Resolution Rules

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PREAMBLE

1. The Sport and Human Rights Dispute Resolution Rules (the “Rules”) provide a set of procedures for the settlement, including by arbitration, of disputes and other matters involving the human rights impacts of sport.
2. These Rules are based on The Hague Business and Human Rights Rules, drafted in order to reflect:
 - a. The particular characteristics of disputes related to the human rights impacts of sport;
 - b. The possible need for special measures to address the circumstances of those affected by the human rights impacts of sport;
 - c. The potential imbalance of power that may arise in disputes under these Rules between parties, particularly in disputes involving sports governing bodies;
 - d. The public interest in the resolution of such disputes, which may require, among other things, a high degree of transparency of the proceedings and an opportunity for participation by interested third persons;
 - e. The importance of having arbitrators with expertise appropriate for such disputes and bound by high standards of conduct;
 - f. The possible need for the arbitral tribunal to create special mechanisms for the gathering of evidence and protection of witnesses; and
 - g. The possible need for enforcement of the decisions of arbitral tribunals under these Rules against a variety of parties including sports governing bodies and athletes through the existing architecture of global sports law and international arbitration.
3. These Rules are drafted on the basis that the sporting industry has a vast economic and commercial dimension and that disputes arising within the industry therefore have a commercial element. Sport has been recognized as an economic activity and sports governing bodies as businesses.
4. These Rules should be implemented in a non-discriminatory manner, with particular attention to the rights and needs of, as well as the challenges faced by, individuals from groups or populations that may be at heightened risk of becoming vulnerable or marginalized, and with due regard to the different risks that may be faced by women and men.
5. Efficiency of time and cost were key considerations in the preparation of these Rules. However, the arbitral tribunal has been provided discretion to weigh efficiency with the requirements of rights-compatibility and procedural fairness, particularly the need to address power imbalances between the parties.
6. The parties are free to choose arbitrators from the list of arbitrators established in conjunction with these Rules (the “List of Arbitrators”), but are not bound by that List of Arbitrators.
7. With a view to eliminating financial barriers to having recourse to dispute resolution under these Rules, a fund has been established to defray arbitration costs and costs of legal representation in arbitrations under these Rules (the “Fund”). The arbitral tribunal may have recourse to this Fund in accordance with the provisions of these Rules. For this same purpose, a list has also been established of persons able and willing to represent or assist parties in matters arising pursuant to these Rules at reduced or no cost.

I. INTRODUCTORY RULES

Article 1 - Scope of Application

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under these Rules, then such disputes shall be settled in accordance with these Rules, as in force on the date of commencement of the proceedings and subject to such modification as the parties may expressly agree upon in writing. The Rules include the Code of Conduct for Arbitrators appended to The Hague Rules on Business and Human Rights Arbitration (the “Code of Conduct”). The characterization of the dispute as relating to sport and human rights is not necessary for jurisdiction where all the parties to the arbitration have agreed to settle a dispute under these Rules.
2. The parties agree that any dispute that is submitted to arbitration under these Rules shall be deemed to have arisen out of a commercial relationship or transaction for the purposes of Article I of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “New York Convention”).
3. Agreement by a party to arbitration under these Rules constitutes a waiver of any right of immunity from jurisdiction in respect of the proceedings relating to the dispute in question to which such party might otherwise be entitled. A waiver of immunity relating to the execution of an arbitral award must be explicitly expressed.
4. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
5. The parties acknowledge that the human rights standards and principles expressed in the United Nations Guiding Principles on Business and Human Rights and the Organisation for Economic Cooperation and Development Guidelines for Multinational Enterprises set forth a minimum standard of conduct. Depending on the circumstances, business enterprises may need to consider additional standards. Nothing in these Rules should be understood to limit or exempt a party from fulfilling its obligations and duties under the applicable law and other instruments relating to human rights.
6. The International Bureau of the Permanent Court of Arbitration (the “PCA”) shall serve as registry and administer the proceedings in accordance with these Rules.
7. Without prejudice to the right of any party to commence or continue an arbitration under these Rules, the parties shall endeavour to resolve any dispute in good faith through mediation or other collaborative settlement mechanisms. Such settlement may be agreed at any time, including after arbitral proceedings under these Rules have been commenced.
8. For the purposes of these Rules:
 - a. “arbitral tribunal” means a sole arbitrator or a panel of arbitrators appointed under these Rules;
 - b. “arbitration agreement” means one or more agreements to refer disputes to arbitration under these Rules;
 - c. “day” means, unless otherwise stated, a calendar day;
 - d. “internationally recognized human rights” shall be understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning

fundamental rights set out in the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work;

- e. “internationally recognized standards and legal instruments on responsible business conduct” shall be understood to comprise all instruments expressing and detailing businesses’ responsibility to respect human rights relevant to the circumstances, at a minimum, the United Nations Guiding Principles on Business and Human Rights, the Organisation for Economic Cooperation and Development Guidelines for Multinational Enterprises and the International Labour Organization’s Tripartite Declaration.
- f. “PCA” means the International Bureau of the Permanent Court of Arbitration at The Hague, including where relevant its Secretary-General and all other officers and employees; and
- g. “they”, “them”, “their” are used as both singular and plural pronouns.

Article 2 - Notice and Calculation of Periods of Time

1. A notice, including a notification, communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
2. If an address has been designated by a party specifically for this purpose or authorized by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or e-mail may only be made to an address so designated or authorized.
3. In the absence of such designation or authorization, a notice is:
 - a. Received if it is physically delivered to the addressee;
 - b. Deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee, or through diplomatic channels in the case of a State.
4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee’s last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee’s electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Article 3 - Notice of Arbitration and Statement of Claim

1. The party or parties initiating recourse to arbitration (the “claimant”) shall communicate a notice of arbitration and statement of claim to the PCA. The PCA shall then notify the claimant of the date of receipt of the notice of arbitration and statement of claim and communicate a

- copy of the notice of arbitration and statement of claim to the other party or parties (the “respondent”) together with an invitation to submit a response to the notice of arbitration and statement of claim.
2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration and statement of claim is received by the PCA.
 3. The notice of arbitration and statement of claim shall include the following:
 - a. A demand that the dispute be referred to arbitration;
 - b. The names and contact details of the parties;
 - c. Identification of the arbitration agreement that is invoked;
 - d. Identification of any rule, decision, agreement, contract, convention, treaty, constituent instrument of an organization or agency or relationship out of or in relation to which the dispute arises;
 - e. A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon;
 - f. The relief or remedy sought;
 - g. A statement of the facts supporting the claim;
 - h. The points at issue; and
 - i. The legal grounds or arguments supporting the claim.
 4. The notice of arbitration and statement of claim may also include:
 - a. A proposal for the appointment of a sole arbitrator referred to in Article 8, paragraph 1;
 - b. Notification of the appointment of an arbitrator referred to in Article 9 or 10; and
 - c. Any other proposals as to how to ensure a fair, efficient, culturally appropriate and rights-compatible process for resolving the parties’ dispute.
 5. A copy of any rule, decision, agreement, contract, convention, treaty, constituent instrument of an organization or agency, or a description of any relationship out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the notice of arbitration and statement of claim.
 6. The notice of arbitration and statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.
 7. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration and statement of claim, which shall be finally resolved by the arbitral tribunal.

Article 4 - Response to the Notice of Arbitration

1. Within 15 days of the receipt of the notice of arbitration and statement of claim, the respondent shall communicate to the PCA a response to the notice of arbitration, which shall include:
 - a. The name and contact details of each respondent;
 - b. A response to the information set forth in the notice of arbitration and statement of claim, pursuant to Article 3, paragraphs 3 (c) to (f).

2. The response to the notice of arbitration may also include:
 - a. Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
 - b. A proposal for the appointment of a sole arbitrator referred to in Article 8, paragraph 1;
 - c. Notification of the appointment of an arbitrator referred to in Article 9 or 10;
 - d. A brief response to the information set forth in the notice of arbitration and statement of claim, pursuant to Article 3, paragraphs (g) to (i);
 - e. A brief description of counterclaims or claims for the purpose of a setoff, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought;
 - f. A notice of arbitration and statement of claim in accordance with Article 3 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.
3. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 5 - Representation and Assistance

1. Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to all parties, to the PCA and to the arbitral tribunal. The parties' communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the PCA or the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.
2. Where a party faces barriers to access to remedy, including a lack of awareness of the mechanism, lack of adequate representation, language, literacy, costs, physical location or fears of reprisal, the arbitral tribunal shall, without compromising its independence and impartiality, ensure that such party is given an effective opportunity to present its case in fair and efficient proceedings.

Article 6 - Permanent Court of Arbitration

1. In exercising its functions under these Rules, the PCA may require from any party and the arbitrators the information it deems necessary and it shall give the parties and, where appropriate, the arbitrators, an opportunity to present their views in any manner it considers appropriate. Except as otherwise directed by the PCA, all such communications to and from the PCA shall also be provided by the sender to all other parties.
2. The PCA shall have regard to the qualifications of the arbitrators indicated under Article 11 below as well as to such considerations as are likely to secure the appointment of a qualified, independent and impartial arbitrator, including by reference, as appropriate, to the List of Arbitrators.
3. The PCA may, at its sole discretion, extend or abridge any period of time prescribed under these Rules or agreed by the parties.

II. COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 7 - Number of Arbitrators

The arbitral tribunal shall comprise one or three arbitrators. If within 15 days after the invitation by the PCA to submit a response to the notice of arbitration and statement of claim the parties have not agreed on the number of arbitrators, the PCA will determine the number of arbitrators, after taking into account the circumstances of the case, including those of the parties.

Article 8 - Sole Arbitrator

1. If a sole arbitrator is to be appointed, and if within 15 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator, the parties have not reached agreement thereon, a sole arbitrator shall be appointed by the PCA.
2. The PCA shall appoint the sole arbitrator as promptly as possible. In making the appointment, the PCA shall use the following list-procedure, unless the parties agree that the list-procedure should not be used or unless the PCA determines in its discretion that another procedure shall be used:
 - a. The PCA shall communicate to each of the parties an identical list containing at least three names;
 - b. Within 15 days after the receipt of this list, or such other period as may be set by the PCA, each party may return the list to the PCA after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
 - c. After the expiration of the above period of time the PCA shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;
 - d. If for any reason the appointment cannot be made according to this procedure, the PCA may exercise its discretion in appointing the sole arbitrator.

Article 9 - Three Arbitrators

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.
2. If within 15 days after the receipt of a party's notification of the appointment of an arbitrator, the other party has not notified the first party of the arbitrator it has appointed, the first party may request the PCA to appoint the second arbitrator.
3. If within 15 days after the appointment of the second arbitrator, the two arbitrators have not agreed on the choice of the remaining arbitrators or the presiding arbitrator, the remaining arbitrators or the presiding arbitrator shall be appointed by the PCA in the same way as a sole arbitrator would be appointed under Article 8.

Article 10 - Multiple Parties

1. For the purposes of Article 9, paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another

method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.

2. In the event of any failure to constitute the arbitral tribunal under these Rules or any other method agreed by the parties, the PCA shall, at the request of any party, constitute the arbitral tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

Article 11 – Eligibility

1. Unless otherwise agreed by the parties or unless the PCA determines in its discretion that it is not appropriate for the case, the appointment of arbitrators under these Rules shall be made in accordance with the following:
 - a. No person who has previously been involved in the dispute in any capacity may be appointed as an arbitrator;
 - b. Persons appointed to serve as arbitrators under these Rules shall be persons of high moral character, who may be relied upon to exercise independent and impartial judgment. Without prejudice to Articles 12 to 14, in assessing the impartiality, independence or qualifications of arbitrators, the parties, the arbitrators and the PCA shall apply the Code of Conduct;
 - c. The arbitrators shall have demonstrated expertise in international dispute resolution and in areas relevant to the dispute, which may include, depending on the circumstances of the case, business and human rights law and practice, international human rights law, anti-discrimination law, international sports law, international labour law and labour standards, relevant national law and knowledge of or experience in the relevant field, industry or cultural context;
 - d. The presiding or sole arbitrator shall not be a national of States whose nationals are parties or of any State that is a party. The nationality of a party shall be understood to include those of its controlling shareholders or interests.
2. The arbitrators shall comply with the Code of Conduct.
3. The Parties, arbitrators and the PCA shall take into account the advisability of forming a diverse tribunal.

Article 12 - Disclosures by of arbitrators

When a person is approached in connection with their possible appointment as an arbitrator, they shall disclose any circumstances likely to give rise to justifiable doubts as to their impartiality or independence. An arbitrator, from the time of their appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and the other arbitrators unless they have already been informed by them of these circumstances. In assessing the circumstances likely to give rise to justifiable doubts as to their impartiality or independence, a person approached in connection with their possible appointment as an arbitrator shall be guided by the highest international standards as reflected in the Code of Conduct.

Article 13 - Challenge of arbitrators

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess the qualifications agreed to by the parties in their arbitration agreement.

2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of their performing their functions, the procedure in respect of the challenge of an arbitrator as provided in Article 14 shall apply.

Article 14 - Notice of challenge

1. A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances mentioned in Articles 12 and 13 became known to that party.
2. The notice of challenge shall be communicated to the PCA and copied to all other parties, to the arbitrator who is challenged and to the other arbitrators. The notice of challenge shall state the reasons for the challenge.
3. When an arbitrator has been challenged by a party, all parties may agree to the challenge. The arbitrator may also, after the challenge, withdraw from their office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
4. If, within 15 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the PCA shall decide on the challenge.
5. Unless otherwise agreed by the parties, the PCA shall give reasons for the decision on the challenge.
6. The arbitral tribunal may continue the arbitral proceedings, notwithstanding any pending challenge to an arbitrator.

Article 15 - Replacement of an Arbitrator

1. Subject to paragraph 2, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 8 to 12 that was applicable to the appointment or choice of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.
2. If, at the request of a party, the PCA determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the PCA may, after giving an opportunity to the parties and the remaining arbitrators to express their views:
 - a. Appoint the substitute arbitrator; or
 - b. Authorize the other arbitrators to proceed with the arbitration and make any decision or award.

Article 16 - Repetition of hearings in the event of the replacement of an arbitrator

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform their functions, unless the arbitral tribunal decides otherwise.

Article 17 - Exclusion of Liability

The parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the PCA and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

III. ARBITRAL PROCEEDINGS**Article 18 - General Provisions**

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expenses and to provide a fair, efficient, culturally appropriate and rights-compatible process for resolving the parties' dispute, including in particular by giving due regard to the urgency of addressing the alleged human rights impacts.
2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall hold a case management conference with the parties. Discussions at the case management conference may include, without limitation, the following matters:
 - a. The timetable for the arbitration;
 - b. The rules of evidence;
 - c. The regime of transparency;
 - d. The organization and conduct of the hearing; and
 - e. The fees and expenses of the arbitral tribunal.
3. The arbitral tribunal may decide in consultation with the parties to hold such additional procedural meetings as appropriate.
4. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed or agreed by the parties under Sections III and IV of these Rules.
5. Without compromising its independence and impartiality, the arbitral tribunal may take steps to facilitate the settlement of the dispute before it. The parties agree that the arbitral tribunal's facilitation of settlement in accordance with this paragraph will not be asserted by any party as grounds for the challenge of any of the arbitrators or for the set aside or refusal of enforcement of any award rendered by the arbitral tribunal.
6. Unless the parties agree otherwise, the arbitral tribunal shall decide whether to hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. The arbitral tribunal may decide, after consulting the parties, that any hearing will be conducted through means of communication that do not require physical presence (such as telephone or videoconference).
7. In order to protect the identity of a party or its representatives where it may be sensitive in the circumstances of the case, the arbitral tribunal may designate specific representatives of other parties who may be informed of the identity of a party or the representatives of a party who request such designation. The party or its representatives requesting the designation shall demonstrate a legitimate interest in such a designation. All representatives so designated shall observe confidentiality in connection with this identity.

8. All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties and the PCA. Such communications shall be made at the same time, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law.

Article 19 - Multiparty Claims

1. In so far as possible, claims with significant common legal and factual issues shall be heard together. The arbitral tribunal may adopt special procedures appropriate to the number, character, amount and subject matter of the particular claims under consideration.
2. The arbitral tribunal may allow one or more third persons to join in the arbitration as a party provided such person is a party to or a third party beneficiary of the underlying legal instrument that includes the relevant arbitration agreement, unless, after giving all parties and the person or persons to be joined the opportunity to be heard, the arbitral tribunal finds that joinder should not be permitted. Third persons so joined shall become parties to the arbitration agreement for the purposes of the arbitration. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.
3. Notwithstanding paragraph 2, where a third person is a party to or a relevant third party beneficiary of the arbitration agreement, the arbitral tribunal shall not deny the joinder solely on the basis that such joinder might prejudice other parties.

Article 20 - Place of Arbitration

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be The Hague unless otherwise determined by the PCA having regard to the circumstances of the case, including those of the parties. The award shall be deemed to have been made at the place of arbitration.
2. The arbitral tribunal may deliberate in person or by any means of communication it deems appropriate, whether physical or electronic. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings in person or through means of communication that do not require physical presence (such as telephone or videoconference).

Article 21 - Language

1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings.
2. The arbitral tribunal may order that any documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

Article 22 - Statement of Defence

1. The respondent shall communicate its statement of defence in writing to the claimant and to each of the arbitrators within 15 days of the constitution of the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in Article 4 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this Article.

2. The statement of defence shall reply to the particulars (f) to (i) of the notice of arbitration and statement of claim (Article 3, paragraph 2). The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.
3. In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.
4. The provisions of Article 3, paragraphs 2 to 6, shall apply to a counterclaim, a claim under Article 4, paragraph 2 (e), and a claim relied on for the purpose of a setoff.

Article 23 - Amendments to the claim or defence

During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

Article 24 - Objections to the jurisdiction of the arbitral tribunal

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of an agreement shall be treated as an agreement independent of the other terms of the agreement. A decision by the arbitral tribunal that the agreement is null shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Article 25 - Objections to claims or defences manifestly without merit

1. The arbitral tribunal shall have the power to rule on an objection that a claim or defence, including a counterclaim, a claim for the purpose of a set-off or any point of law or fact supporting such claims or defences, is manifestly without merit. The objection may relate to the jurisdiction of the arbitral tribunal or the substance of the dispute, including any relief or remedy sought.

2. An objection that a claim, defence or point of law or fact is manifestly without merit shall be made as promptly as possible after the relevant claim, defence or point of law or fact is raised, unless the arbitral tribunal directs otherwise.
3. The arbitral tribunal shall rule on an objection made in accordance with paragraph 1 as soon as practicable after inviting the parties to express their views on the objection.
4. A decision by the arbitral tribunal that a claim or defence is not manifestly without merit shall not preclude a party from raising an objection that the arbitral tribunal does not have jurisdiction under Article 24 nor from including such grounds in its claims or defences raised in the course of the arbitral proceedings under Articles 3, 22 and 23.
5. The arbitral tribunal may continue the arbitral proceedings as it considers appropriate notwithstanding any objection made under this Article.

Article 26 - Further written statements

The arbitral tribunal shall decide which further written statements, in addition to the notice of arbitration and statement of claim, the response to the notice of arbitration and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements. The arbitral tribunal may also set requirements concerning the length and form of such statements in order to provide a fair and efficient process for resolving the parties' dispute.

Article 27 - Submission by a third person

1. After consultation with the parties, the arbitral tribunal may invite or allow a person or entity that is not a party ("third person(s)") to file a written submission with the arbitral tribunal regarding a matter within the scope of the dispute.
2. A third person wishing to make a submission shall apply to the arbitral tribunal, and shall, in a concise written statement, which is in a language of the arbitration and complies with any page limits set by the arbitral tribunal:
 - a. Describe the third person, including, where relevant, its membership and legal status (e.g., trade association or other non-governmental organization), its general objectives, the nature of its activities and any parent organization (including any organization that directly or indirectly controls the third person);
 - b. Disclose any connection, direct or indirect, which the third person has with any party;
 - c. Provide information on any government, person or organization that has provided to the third person:
 - i. any financial or other assistance in preparing the submission; or
 - ii. substantial assistance in either of the two years preceding the application by the third person under this Article (e.g., funding around 20 per cent of its overall operations annually);
 - d. Describe the nature of the interest that the third person has in the arbitration; and
 - e. Identify the specific issues of fact or law in the arbitration that the third person wishes to address in its written submission.
3. In determining whether to allow such a submission, and after consultation with the parties, the arbitral tribunal shall take into consideration, among other factors it determines to be relevant:

- a. Whether the third person has a significant interest in the arbitral proceedings;
 - b. Whether the submission may cause undue delay in the proceedings; and
 - c. The extent to which the submission would assist the arbitral tribunal in the determination of a factual or legal issue related to the arbitral proceedings by bringing a perspective, particular knowledge or insight that is different from that of the parties.
4. The submission filed by the third person or entity shall:
 - a. Be dated and signed by the person filing the submission on behalf of the third person;
 - b. Be concise, and in no case longer than as authorized by the arbitral tribunal;
 - c. Set out a precise statement of the third person's position on issues; and
 - d. Address only matters within the scope of the dispute.
 5. The arbitral tribunal shall ensure that any submission does not disrupt or unduly burden the arbitral proceedings, or unfairly prejudice any party. If the arbitral tribunal deems it appropriate to do so, the arbitral tribunal may condition the participation of the third person or entity to the deposit of a reasonable sum to cover the costs of such participation.
 6. The arbitral tribunal shall ensure that the parties are given a reasonable opportunity to present their observations on any submission by the third person or entity.

Article 28 - Interim Measures

1. The arbitral tribunal may, at the request of a party or on its own initiative, take any interim measures it deems necessary, including any measure to prevent:
 - a. Harm not adequately reparable by an award of damages; or
 - b. Serious harm to the enjoyment of human rights falling within the subject-matter of the dispute.
2. Such interim measures may be established in any form the arbitral tribunal considers appropriate, including the form of an award.
3. Subject to Article 1, paragraph 4, the arbitral tribunal may, at the request of a party, stipulate an appropriate monetary penalty for non-compliance with its interim measures.
4. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
5. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security or undertakings in connection with the measure.
6. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
7. Subject to Article 1, paragraph 4, and notwithstanding Article 18, paragraph 8, a party may, without notice to any other party, make a request for an interim measure together with an application for a preliminary order directing a party not to frustrate the purpose of the interim measure requested. The arbitral tribunal may grant a preliminary order provided it considers that prior disclosure of the request for the interim measure to the party against whom it is directed risks frustrating the purpose of the measure. The arbitral tribunal shall give an opportunity to any party against whom a preliminary order is directed to present its case at the earliest practicable time.

8. The party requesting an interim measure under paragraph 1 (b) may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.
9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 29 - Emergency Arbitrator

1. A party that needs urgent interim measures that cannot await the constitution of an arbitral tribunal may submit a request for such measures to the PCA, provided that such request is received by the PCA prior to the constitution of the arbitral tribunal. The request shall also be provided at the same time to all other parties.
2. The request shall include the following:
 - a. The names and contact details of the parties and their representatives;
 - b. Identification of the arbitration agreement that is invoked;
 - c. Identification of any rule, decision, agreement, contract, convention, treaty, constituent instrument of an organization or agency, or relationship out of or in relation to which the dispute arises;
 - d. A description of the circumstances giving rise to the request and of the underlying dispute referred or to be referred to arbitration;
 - e. A statement of the urgent interim measures sought;
 - f. The reasons why the applicant needs urgent interim measures that cannot await the constitution of an arbitral tribunal;
 - g. Any agreement as to the place of arbitration, the applicable rules of law or the language of the arbitration;
 - h. Any notice of arbitration and statement of claim and any other submissions in connection with the underlying dispute made prior to the request;
 - i. Such other documents or information as the requesting party considers appropriate.
3. The request shall be made in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.
4. The PCA shall terminate the proceedings if a notice of arbitration has not been received from the requesting party within 10 days of the receipt of the request, unless the emergency arbitrator determines that a longer period of time is necessary.
5. The PCA shall appoint an emergency arbitrator within as short a time as possible, normally within two days from receipt of the request. Such appointment shall be made from the List of Arbitrators, unless the PCA determines that it would be appropriate to appoint someone not on the List of Arbitrators.
6. The emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute. The emergency arbitrator shall without delay disclose to the PCA and the parties any circumstances likely to give rise to justifiable doubts as to their impartiality or independence, unless they have already been informed of these circumstances. The emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to

the request. The emergency arbitrator shall comply with the requirements set out in Article 11 of the Rules.

7. An emergency arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the emergency arbitrator's impartiality or independence. A party that intends to challenge an emergency arbitrator shall send notice of its challenge within three days after it has been notified of the appointment of the emergency arbitrator or within three days after the circumstances on which the challenge is based became known to that party. The challenge shall be decided by the PCA after affording an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.
8. If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the PCA shall determine the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to Article 20 of the Rules. Any meetings with the emergency arbitrator may be conducted through a meeting in person at any location the emergency arbitrator considers appropriate or by videoconference, telephone or similar means of communication.
9. The emergency arbitrator's decision shall take the form of an order. The order shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator and it shall contain the date on which the order was made and indicate the place of the emergency arbitrator proceedings. The emergency arbitrator may make the order subject to such conditions as the emergency arbitrator considers appropriate, including requiring the provision of appropriate security or undertakings. The order shall fix and apportion the costs of the proceedings. The parties shall carry out any order made by the emergency arbitrator without delay.
10. The emergency arbitrator's order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order. The arbitral tribunal shall decide upon any party's requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or relating to compliance or non-compliance with the order.
11. This Article shall not apply if the parties have agreed to another pre-arbitral procedure that provides for the granting of interim or similar measures. Where this Article does not apply, any party may request the PCA to establish a schedule for submissions on interim measures until the constitution of the arbitral tribunal has been completed.
12. Any party may seek urgent interim measures from a competent judicial authority at any time prior to making a request for such measures, and in appropriate circumstances even thereafter, pursuant to these Rules. A request for such measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement. Any such request and any measures taken by the judicial authority must be notified without delay to the PCA.

Article 30 - Evidence

1. The applicable rules on the taking of evidence shall be agreed by the parties. In the absence of party agreement, the arbitral tribunal may organize the taking of evidence in the manner that it deems appropriate to enable each party to effectively present its case, taking into account the parties' views, relevant best practices in the taking of evidence in international dispute resolution and the circumstances of the case, including considerations of fairness, efficiency, cultural appropriateness and rights-compatibility. In organizing the taking of evidence, the arbitral tribunal may limit the scope of the evidence that may be produced by the parties. The

arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

2. Each party shall have the burden of proving the facts relied on to support its claim or defence.
3. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
4. At any time during the arbitral proceedings the arbitral tribunal may, on its own motion or at the request of a party, require any party to produce documents, exhibits, witness statements or other evidence within such a period of time as the arbitral tribunal shall determine. The arbitral tribunal shall order the production of documents to the extent necessary to enable each party to have a reasonable opportunity of presenting its case, taking into account considerations of fairness, efficiency, cultural appropriateness and rights-compatibility. If a party fails to produce documents required by the arbitral tribunal, the arbitral tribunal may draw the consequences it deems appropriate, including an inference that such evidence would be adverse to the interests of that party or a reversal of the burden of proof.

Article 31 - Hearings

1. In the event of an oral hearing, the arbitral tribunal shall give the parties and the public adequate advance notice of the date, time and place thereof.
2. The arbitral tribunal may organize the hearing in the manner that it deems most appropriate to enable each party to effectively present its case, taking into account relevant best practices in the conduct of hearings in international dispute resolution and the circumstances of the case, including considerations of fairness, efficiency, cultural appropriateness and rights-compatibility.
3. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal. If the legitimate interest of a witness based on a demonstrated genuine fear requires restriction of the representatives of the parties who are informed of the identity of the witness, the arbitral tribunal may order such restriction.
4. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses. A witness, including an expert witness, who is also a party to the arbitration shall not, in principle, be asked to retire.
5. The arbitral tribunal may authorize that witnesses, including expert witnesses, be examined through any means of telecommunication that do not require their physical presence at the hearing.

Article 32 - Experts appointed by the arbitral tribunal

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.
2. The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of their qualifications and a statement of their impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality

or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

3. The parties shall give the expert any relevant information or produce for their inspection any relevant documents or goods that they may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in their report.
5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of Article 31 shall be applicable to such proceedings.

Article 33 - Default

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:
 - a. A party has failed to pursue its claim, counterclaim or set-off in a diligent manner, the arbitral tribunal may issue an order for the termination of the arbitral proceedings with respect to that claim, counterclaim or set-off;
 - b. The respondent has failed to communicate its response to the notice of arbitration or submit a defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may draw the consequences it deems appropriate and make the award on the evidence before it.

Article 34 - Closure of Proceedings

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the proceedings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before the award is made.

Article 35 - Waiver of Right to Object

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

IV. TRANSPARENCY

Article 36 - Scope of application of transparency provisions

1. The arbitral tribunal shall have the power, besides its discretionary authority under certain provisions of these Rules, to adapt the requirements of any provision of this Section to the particular circumstances of the case, after consultation with the parties, if such adaptation is necessary to conduct the arbitration in a practical manner and is consistent with the transparency objective of Articles 36 to 41.
2. Where Articles 36 to 41 provide for the arbitral tribunal to exercise discretion, the arbitral tribunal in exercising such discretion shall take into account:
 - a. The public interest in transparency in arbitration under these Rules and in the particular arbitral proceedings;
 - b. The parties' interest in a fair and efficient resolution of their dispute;
 - c. The safety, privacy and confidentiality concerns of the parties, witnesses, representatives and others involved in or affected by the arbitral proceedings; and
 - d. The potential for aggravating conflicts between and among relevant stakeholders.
3. Articles 36 to 41 shall not affect any authority that the arbitral tribunal may otherwise have to conduct the arbitration in such a manner as to promote transparency.
4. In the presence of any conduct, measure or other action having the effect of wholly undermining the transparency objectives of Articles 36 to 41, the arbitral tribunal shall ensure that those objectives prevail.
5. If all parties are legal persons of a commercial character and the arbitral tribunal determines that there is no public interest involved in the dispute, the arbitral tribunal may, on its own motion or at the request of a party, and after inviting the parties to express their views, decide not to apply Articles 36 to 41.

Article 37 - Publication of information at the commencement of arbitral proceedings

Once the response to the notice of arbitration has been received or the deadline for such has elapsed, and unless a party has made or indicated an intention to make an application to the arbitral tribunal under Article 18, paragraph 7, or Article 31, paragraph 3, the PCA shall promptly make available to the public information regarding the name of the disputing parties, the economic sector involved and the legal instrument under which the claim is being made.

Article 38 - Publication of Documents

1. Subject to Article 40, the PCA shall make available to the public the written submissions of the parties and any orders, decisions, and awards of the arbitral tribunal.

2. Subject to Article 40, the arbitral tribunal may decide, on its own initiative or upon request from any person, and after consultation with the disputing parties, whether and how to make available exhibits and any other documents provided to, or issued by, the arbitral tribunal not falling within paragraph 1 above.
3. A person granted access to documents under paragraph 2 shall bear any administrative costs of such access, such as the costs of photocopying or shipping documents to that person, but not the costs of making those documents available to the public by the PCA.

Article 39 - Public hearings

1. Subject to paragraphs 2 and 3, hearings for the presentation of evidence or for oral argument shall be public.
2. Where there is a need to protect confidential or restricted information or the integrity of the arbitral process pursuant to Articles 18, 31 and 40, the arbitral tribunal shall make the appropriate arrangements to hold in private that part of the hearing requiring such protection.
3. The arbitral tribunal shall make logistical arrangements to facilitate the public access to hearings by the means as it deems most appropriate. However, the arbitral tribunal may, after consultation with the parties and third persons making submissions in accordance with Article 27, decide to hold all or part of the hearings in private where necessary for logistical reasons, such as when the circumstances render any original arrangement for public access to a hearing infeasible.

Article 40 - Exceptions to Transparency

1. Confidential or protected information, as defined in paragraph 2 and as identified pursuant to the arrangements referred to in paragraphs 3 and 4, shall not be made available to the public pursuant to Articles 37 to 39.
2. Confidential or protected information consists of:
 - a. Names and addresses of the parties and their representatives protected by an order of the arbitral tribunal pursuant to Article 18, paragraph 7, as well as of witnesses protected by an order of the arbitral tribunal pursuant to Article 31, paragraph 3;
 - b. Information the non-disclosure of which is necessary to protect the safety, physical and psychological well-being and privacy of parties, witnesses, representatives and others involved in or affected by the arbitral proceedings;
 - c. Confidential business information, information that has been classified as secret by a Government or a public international institution and any other information deemed confidential under any other grounds of confidentiality that the arbitral tribunal determines to be compelling;
 - d. Information that is protected against being made available to the public under the arbitration agreement;
 - e. Information that is protected against being made available to the public under any law or rules determined by the arbitral tribunal to be applicable to the disclosure of such information; or
 - f. Information the disclosure of which would impede law enforcement.

Any determination as to whether information is confidential or protected shall be made by the arbitral tribunal after consultation with the parties.

3. The arbitral tribunal, after consultation with the parties, shall make arrangements to prevent any confidential or protected information from being made available to the public, including by putting in place, as appropriate:
 - a. Time limits in which a party or third person shall give notice that it seeks protection for such information in documents;
 - b. Procedures for the prompt designation and redaction of the particular confidential or protected information in such documents; and
 - c. Procedures for holding hearings in private to the extent required by Article 39, paragraph 2.
4. Where the arbitral tribunal determines that information should not be redacted from a document, or that a document should not be prevented from being made available to the public, any party or third person that voluntarily introduced the document into the record shall be permitted to withdraw all or part of the document from the record of the arbitral proceedings.
5. The arbitral tribunal may, on its own initiative or upon the application of a party, after consultation with the parties where practicable, take appropriate measures to restrain or delay the publication of information pursuant to Articles 37 to 39 where such publication would jeopardize the integrity of the arbitral process because it could hamper the collection or production of evidence, lead to the intimidation of witnesses, parties, representatives or members of the arbitral tribunal, or in comparably exceptional circumstances.

Article 41 - Publication as a source of continuous learning

The PCA shall regularly publish general information about arbitration under these Rules as a source of continuous learning, including industry sector, names of arbitrators, outcome of cases and costs.

V. THE AWARD

Article 42 - Decisions

1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. If there is no majority, an award or other decision of the arbitral tribunal may be made by the presiding arbitrator alone. In the case of questions of procedure, the arbitral tribunal may authorize the presiding arbitrator to decide alone, subject to revision, if any, by the arbitral tribunal.
3. Subject to the confidentiality of deliberations, an arbitrator may append a separate or dissenting opinion to any award or other decision of the arbitral tribunal.

Article 43 - Form and effect of the award

1. The arbitral tribunal may make separate awards on different issues at different times.
2. An award may order any remedy that the arbitral tribunal deems appropriate, including:
 - a. Satisfaction;
 - b. Restitution;

- c. Rehabilitation;
 - d. Financial or non-financial compensation;
 - e. Sanctions;
 - f. Injunctions; or
 - g. Guarantees of non-repetition.
3. An award may also contain recommendations for other measures that may assist in resolving the underlying dispute and preventing future disputes or the repetition of harm, which shall be binding only if agreed by the parties.
 4. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay. Subject to Article 1, paragraph 4, the arbitral tribunal may, at the request of a party, stipulate any penalty, monetary or otherwise, it deems appropriate for non-compliance with any non-monetary relief contained in its award.
 5. The arbitral tribunal shall state the reasons upon which the award is based and shall satisfy itself that the award is human rights-compatible.
 6. An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
 7. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.

Article 44 - Applicable law

1. The arbitral tribunal shall apply the law, rules of law or standards designated by the parties as applicable to the substance of the dispute.
2. Failing such designation by the parties, the arbitral tribunal shall apply the law or rules of law which it determines to be appropriate.
3. The arbitral tribunal shall decide on the basis of the applicable law unless the parties have expressly authorized the arbitral tribunal to do otherwise.
4. In all cases, the arbitral tribunal shall decide in accordance with the terms of the applicable agreement(s), if any, and in accordance with internationally recognized human rights. The arbitral tribunal shall further take into account any applicable usage, including internationally recognized standards and legal instruments on responsible business conduct and any standards or instruments pertaining to sport or related instruments that may have become usages.

Article 45 - Settlement or other grounds for termination

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award but must be unanimously satisfied that such an award is human rights-compatible.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral

tribunal shall have the power to issue such an order unless there are remaining matters that need to be decided and the arbitral tribunal considers it appropriate to do so.

3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of Article 43, paragraphs 4, 6 and 7, shall apply.

Article 46 - Interpretation of the award

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.
2. The interpretation shall be given in writing within 45 days after the receipt of the request. The interpretation shall form part of the award and the provisions of Article 43, paragraphs 4 to 7, shall apply.

Article 47 - Correction of the award

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 45 days of receipt of the request.
2. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of Article 43, paragraphs 4 to 7, shall apply.

Article 48 - Additional award

1. Within 30 days after the receipt of the termination order or the award, a party, with notice to the other parties, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.
2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 60 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.
3. When such an award or additional award is made, the provisions of Article 43, paragraphs 4 to 7, shall apply.

Article 49 - Definition of costs

1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.
2. The term “costs” includes only:
 - a. The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the arbitral tribunal itself in accordance with Article 50;
 - b. The reasonable travel and other expenses incurred by the arbitrators;

- c. The reasonable costs of expert advice and of other assistance required by the arbitral tribunal;
 - d. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
 - e. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; and
 - f. Any fees and expenses of the PCA.
3. In relation to interpretation, correction or completion of any award under Articles 46 to 48, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (f), but no additional fees.

Article 50 - Fees and expenses of arbitrators

1. The fees and expenses of the arbitrators shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators, the cost burden on each party and any other relevant circumstances of the case, including any agreements by the parties, such as those on controlling costs and financing options.
2. If the PCA establishes a schedule or particular method for determining the fees and expenses for arbitrators in cases under these Rules, the arbitral tribunal shall apply that schedule or method in determining its fees and expenses.
3. Promptly after its constitution, the arbitral tribunal shall inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. Within 15 days of receiving that proposal, any party may refer the proposal to the PCA for review. If the PCA finds that the proposal of the arbitral tribunal is inconsistent with paragraphs 1 or 2, it shall make any necessary adjustments thereto, which shall be binding upon the arbitral tribunal.
4.
 - a. When informing the parties of the arbitrators' fees and expenses that have been fixed pursuant to Article 49, paragraphs 2 (a) and (b), the arbitral tribunal shall also explain the manner in which the corresponding amounts have been calculated;
 - b. Within 15 days of receiving the arbitral tribunal's determination of fees and expenses, any party may refer for review such determination to the PCA;
 - c. If the PCA finds that the arbitral tribunal's determination is inconsistent with the arbitral tribunal's proposal (and any adjustment thereto) under paragraph 3 or is otherwise manifestly excessive, it shall make any adjustments to the arbitral tribunal's determination that are necessary to satisfy the criteria in paragraph 1. Any such adjustments shall be binding upon the arbitral tribunal;
 - d. Any such adjustments shall either be included by the arbitral tribunal in its award or, if the award has already been issued, be implemented in a correction to the award, to which the procedure of Article 47, paragraph 3, shall apply.
5. Throughout the procedure under paragraphs 3 and 4, the arbitral tribunal shall proceed with the arbitration, in accordance with Article 18, paragraph 1.
6. A referral under paragraph 4 shall not affect any determination in the award other than the arbitral tribunal's fees and expenses; nor shall it delay the recognition and enforcement of all parts of the award other than those relating to the determination of the arbitral tribunal's fees and expenses.

Article 51 - Allocation of costs

1. Except as provided in paragraph 2, the costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case, including the conduct of the parties in the arbitration, the financial burden on each party and the public interest, if any.
2. The costs of legal representation and assistance referred to in Article 49, paragraph 2 (e), shall in principle be borne by the party or parties that incurred such costs. However, the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.
3. The PCA may, in consultation with the arbitral tribunal, allocate some or all of the costs of the arbitration to the Fund.
4. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

Article 52 - Deposit of costs

1. The arbitral tribunal, on its establishment, may request the parties to deposit an advance for the costs referred to in Article 49, paragraphs 2 (a) to (c) and (f). During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.
2. The amount of the deposit requested from each party may differ and should in any case be reasonable, taking into account the amount in dispute, the complexity of the subject matter, the estimated time to be spent by the arbitrators, the cost burden on each party and any other relevant circumstances of the case, including any agreements by the parties such as those on controlling costs and financing options. The arbitral tribunal shall ensure that the amount of the deposit does not constitute an undue obstacle to any party's participation in the proceedings.
3. The arbitral tribunal shall fix the amounts of any deposits or supplementary deposits only upon approval of the PCA.
4. The arbitral tribunal may also submit a request to the PCA for the Fund to cover all or part of the deposits requested.
5. If the required deposits are not paid in full within 30 days after the receipt of the request, or such other period as may be set by the arbitral tribunal, the arbitral tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may make an award for the payment of the costs, continue the arbitral proceedings or order the suspension or termination of the arbitral proceedings.
6. After a termination order or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

VI. MISCELLANEOUS PROVISIONS

Article 53 - Third-party funding

1. Where a party or a third person making submissions in accordance with Article 27 benefits from any form of funding or financial assistance for the participation in the proceedings, such party or third person shall promptly disclose to all other parties and to the arbitral tribunal the name and contact details of the source of the funding or financial assistance.
2. Notwithstanding paragraph 1, upon request of the funded party, the arbitral tribunal may determine that such information shall not be disclosed to the other parties or made available to the public.
3. The arbitral tribunal may take into account any such funding when making its determinations on costs and deposits in the arbitration.

Article 55 - Mediation and other forms of collaborative settlement

1. At any time during the course of the arbitral proceedings, parties may agree in writing to resort to negotiation, mediation, conciliation or other facilitation methods to resolve their dispute. In that case, upon the joint request of the parties, the arbitral tribunal shall stay the arbitral proceedings.
2. Any mediator or other facilitator shall be appointed by agreement of the parties. If the parties fail to agree, the mediator or other facilitator shall be appointed by the PCA using the list-procedure described in Article 8, paragraph 2.
3. The parties shall agree on the rules that will govern the mediation or other collaborative settlement procedure and may for this purpose agree to apply a particular set of existing mediation rules.
4. No mediator or other facilitator may subsequently participate in the arbitral proceedings in any capacity, including as arbitrator, expert, representative, adviser or otherwise.
5. All offers, admissions or other statements by the parties, or recommendations by the mediator or other facilitator, made during the course of the settlement proceedings shall be inadmissible as evidence in the arbitral proceedings, unless otherwise agreed by the parties.
6. If the collaborative settlement proceedings are terminated without a settlement of the dispute, the arbitral tribunal, at the request of any party, shall resume the arbitral proceedings.