



HAAART INTERNATIONAL COURT OF ARBITRATION (HICA)

An Organ of

HAAART FOUNDATION

Incorporated under Dutch laws in the Hague, The Netherlands on 20 Dec 2024
Chamber of Commerce Registration - KVK No: 95869697

“HAAART INTERNATIONAL COURT OF ARBITRATION RULES 2025 (HICA RULES 2025)”

(Drafted By Kalyan Krishna Bandaru, Founder & Supervisory Board Chairman)

Pursuant to Article 16 of the Articles of the Association of HAAART Foundation, incorporated on 20 December 2024 in the Hague, The Netherlands with Chamber of Commerce Registration KVK No: 9586969 stating *"The governing board is entitled to install one or more committees or one or more organs. The tasks and authorities of a committee and/or organ shall be established by standing order."*, the the foundation has established an organ named **“HAAART International Court of Arbitration (HICA)”** for promoting international mediation and arbitration and the following Rules of HAAART International Court of Arbitration" are resolved to be adopted and taken on record vide a Joint Board Resolution dated 08th March 2025 with resolution series ref no.HF/JB/2025/01 and the same shall be called the **“HAAART International Court of Arbitration Rules 2025”** or **“HICA Rules 2025”** and shall come to effect on the 08th day of March 2025.

INDEX

S. No	<u>ANNEXURE NO</u>	<u>ANNEXURE NAME</u>	<u>PAGES</u>
<u>CHAPTER I: OBJECTS OF HICA</u>			
1	ANNEXURE 1	OBJECTS OF HICA	6
<u>CHAPTER II: STATUTES OF HICA</u>			
2	ANNEXURE 2	FUNCTION OF (HICA)	8
3	ANNEXURE 3	COMPOSITION OF THE COURT	8
4	ANNEXURE 4	APPOINTMENT	9
5	ANNEXURE 5	COMMITTEES	9
6	ANNEXURE 6	SPECIAL COMMITTEES	10
7	ANNEXURE 7	SINGLE-MEMBER COMMITTEES	10
8	ANNEXURE 8	PLENARY SESSIONS OF THE COURT	10
9	ANNEXURE 9	CONFIDENTIALITY	11
10	ANNEXURE 10	MODIFICATION OF THE RULES	11
11	ANNEXURE 11	AWARDS & DECISIONS OF THE COURT	11
<u>CHAPTER III: INTERNAL RULES OF HICA</u>			
12	ANNEXURE 12	CONFIDENTIALITY OF HICA PROCEEDINGS	13
13	ANNEXURE 13	CONFLICT OF INTERESTS / PARTICIPATION OF MEMBERS OF HICA IN HICA ARBITRATION	13
14	ANNEXURE 14	RELATIONS BETWEEN THE MEMBERS OF THE COURT AND HAAART FOUNDATION	14
15	ANNEXURE 15	COMMITTEE FORMATION, QUORUM AND DECISION-MAKING	14
16	ANNEXURE 16	EXPLANATIONS FOR DECISIONS	15
17	ANNEXURE 17	HICA SECRETARIAT	15

<u>18</u>	ANNEXURE 18	SCRUTINY OF ARBITRAL AWARDS	16
CHAPTER IV: MEDIATION RULES OF HICA			
19	ANNEXURE 19	INTRODUCTORY PROVISIONS	18
20	ANNEXURE 20	COMMENCEMENT WHERE THERE IS AN AGREEMENT TO REFER TO HICA RULES	18
21	ANNEXURE 21	COMMENCEMENT WHERE THERE IS NO PRIOR AGREEMENT TO REFER TO HICA RULES	20
22	ANNEXURE 22	PLACE AND LANGUAGE(S) OF THE MEDIATION	20
23	ANNEXURE 23	SELECTION OF THE MEDIATOR	21
24	ANNEXURE 24	FEES AND COSTS	21
25	ANNEXURE 25	CONDUCT OF MEDIATION	22
26	ANNEXURE 26	TERMINATION OF PROCEEDINGS	22
27	ANNEXURE 27	CONFIDENTIALITY	23
28	ANNEXURE 28	GENERAL PROVISIONS	23
29	ANNEXURE 29	SCHEDULE OF HICA MEDIATION FEES & COSTS	24
30	ANNEXURE 30	MEDIATOR'S FEES AND EXPENSES	26
31	ANNEXURE 31	CURRENCY, VAT AND SCOPE	27
CHAPTER V: ARBITRATION RULES OF HICA			
32	ANNEXURE 32	COMMENCEMENT OF ARBITRATION	29
33	ANNEXURE 33	EFFECT OF THE ARBITRATION AGREEMENT	31
34	ANNEXURE 34	MULTIPLE PARTIES, MULTIPLE CONTRACTS AND CONSOLIDATION	32
35	ANNEXURE 35	ARBITRAL TRIBUNAL	32
36	ANNEXURE 36	ARBITRAL PROCEEDINGS	36
37	ANNEXURE 37	AWARDS	42

38	ANNEXURE 38	COSTS	44
39	ANNEXURE 39	MISCELLANEOUS	45
40	ANNEXURE 40	SCHEDULE OF HICA ARBITRATION FEES & COSTS	46
41	ANNEXURE 41	ARBITRATION CASE MANAGEMENT PROCEDURES	50
42	ANNEXURE 42	EMERGENCY ARBITRATOR RULES	51
43	ANNEXURE 43	EXPEDITED ARBITRATION PROCEDURE RULES	55
CHAPTER VI: HICA MEMBERSHIPS & EMPANELMENT			
44	ANNEXURE 44	HICA MEMBERSHIPS & EMPANELMENT	59
CHAPTER VII: HICA ONLINE ALTERNATIVE DISPUTE RESOLUTION			
45	ANNEXURE 45	HICA ONLINE ADR	65
CHAPTER VIII: HICA MODEL MEDIATION & ARBITRATION CLAUSES			
46	ANNEXURE 46	MODEL MEDIATION CLAUSES OF HICA	68
47	ANNEXURE 47	MODEL ARBITRATION CLAUSES OF HICA	70
CHAPTER IX: HICA AID TO STATES			
48	ANNEXURE 48	HICA AID TO STATES THROUGH ADR	74
49	ANNEXURE 49	STATE DISPUTES TYPES ELIGIBLE FOR AID BY HICA	74
50	ANNEXURE 50	HICA AID & SPECIAL FEE CONSIDERATIONS	75
CHAPTER X: HICA OPERATIONAL SCHEDULES			
51	<u>SCHEDULES</u>	HICA OPERATIONAL SCHEDULE SERIES	77

CHAPTER I
OBJECTS OF HAAART
INTERNATIONAL COURT
OF ARBITRATION (HICA)

ARTICLE 1: OBJECTS OF HAAART INTERNATIONAL COURT OF ARBITRATION (HICA)

1.1 Pursuant to Article 2.1 of the Articles of Association of HAAART Foundation, incorporated on 20 December 2024 in the Hague, the Netherlands, with Chamber of Commerce Registration KVK No: 9586969, HAAART Foundation through its organ HAAART International Court of Arbitration aims to achieving the core objective of promoting global peace and justice. **The objects of HAAART International Court of Arbitration (HICA) are;**

1.2. Promotion of Global Peace and Justice: To promote global peace and justice through alternative dispute resolution mechanisms, including arbitration, mediation, and conciliation between states.

1.3. International Arbitration: To establish and maintain an international court of arbitration to resolve disputes between individuals, organizations, and states in accordance with international law and best practices.

1.4. Dispute Resolution: To provide a neutral and impartial platform for dispute resolution, ensuring that all parties have access to a fair and efficient process.

1.5 Capacity Building: To build the capacity of individuals, organizations, and states to resolve disputes peacefully and effectively, through training, education, and technical assistance.

1.6 Research and Development: To conduct research and development in the field of international arbitration and dispute resolution, ensuring that HAAART International Court of Arbitration remains at the forefront of best practices and innovation.

1.7 Collaboration and Partnerships: To collaborate with other international organizations, governments, and civil society to promote global peace and justice, and to advance the objectives of HAAART Foundation.

1.8 Access to Justice: To ensure that all individuals, organizations, and states have access to justice, regardless of their economic or social status, and to promote the rule of law and human rights.

CHAPTER II
STATUTES OF HAAART
INTERNATIONAL COURT
OF ARBITRATION (HICA)

ARTICLE 2: FUNCTION OF HAAART INTERNATIONAL COURT OF ARBITRATION (HICA)

2.1 HAAART International Court of Arbitration (“HICA” / the “Court”) of the HAAART Foundation is the independent arbitration body carrying functions in complete independence from HAAART Foundation.

2.2 The Court being an organ of HAAART Foundation if incorporated as a separate foundation for statutory purposes or ease of administration, these rules (HICA Rules) shall be deemed to be applicable until and unless modified / amended by a joint board resolution of the board of HAAART Foundation and the said new foundation to operate as Court shall still be an organ of HAAART Foundation and shall be bound by the articles of the Foundation.

2.3 The function of the HAAART International Court of Arbitration of HAAART Foundation (“HICA” or “Court”) is to ensure the application of the Rules of Mediation & Arbitration, and it has all the necessary powers for that purpose.

2.4 The Court does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Rules of Arbitration & Mediation (“HICA Rules”). The Court is the only body authorized to administer arbitrations & mediations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules.

ARTICLE 3: COMPOSITION OF THE COURT

3.1 The Court (HICA) shall consist of a President, 2 Vice-Presidents, Secretary General and members. The total members excluding the alternate members shall not exceed 7 and are called ‘HICA Governing Members Council’ or ‘**Bureau of the Court**’. The governing members of HICA may have additional / reserve members.

3.2 The President of the Court (the “President”) shall have the power to take urgent decisions on behalf of the Court, provided that any such decision is reported to the Court at one of its next sessions. At the President’s request, in the President’s absence or otherwise where the President is unable to act, one of the Vice-Presidents shall have the same power.

3.3 As provided for in these Rules, the Court may delegate to one or more committees composed of its members the power to take certain decisions, provided that any such decision is reported to the Court at one of its next sessions.

3.4 The Court is assisted in its work by the Secretariat of the Court (the “Secretariat”) under the direction of its Secretary General (the “Secretary General”).

ARTICLE 4: APPOINTMENT

4.1 Appointment of Key Officials: The President, Vice Presidents, and Secretary General of the Court are appointed by the HAAART Foundation Supervisory Board Chairman, based on recommendations from the Supervisory Board & Governing Board and an independent selection committee.

4.2 Composition of the Bureau: The President, Vice Presidents, and Secretary General form the Bureau of the Court, serving on an honorary or reasonably compensated basis.

4.3 Appointment of Bureau Members: The Bureau members are appointed by the HAAART Foundation Supervisory Board, based on proposals from the Governing Board. The President can propose additional members.

4.4 Appointment of Regional Members: The President can propose regional members, who are then appointed by the Supervisory Board.

4.5 Term of Office: All members, including the President, Vice Presidents, and Secretary General, serve three-year terms, renewable once. If a member is unable to continue, a successor is appointed for the remainder of the term.

4.6 Term Limits: No member can serve more than two consecutive terms, unless the foundation approves an exception, recommended by the Governing Board and proposed by the President

ARTICLE 5: COMMITTEES

5.1 Save as provided in Articles 6(1), 7 and 8 of these rules, the Court conducts its work in Committees of three members.

5.2 Members of the Committees consist of a president and two other members.

ARTICLE 6: SPECIAL COMMITTEES

6.1 Special Committees of the Court: The Court may establish Special Committees to handle specific tasks, including and not limited to:

- i. Deciding on matters under Articles 35.4 and 35.5.2 of the Rules
- ii. Reviewing draft awards with dissenting opinions
- iii. Reviewing draft awards involving states or state entities
- iv. Addressing matters transferred from another committee
- v. Handling tasks assigned by the President

6.2 Composition of Special Committees: Each Special Committee consists of:

- i. A president
- ii. At least two additional members

ARTICLE 7: SINGLE-MEMBER COMMITTEES

7.1 The Court may scrutinize draft awards under the Expedited Procedure Provisions in Single-member Committees.

7.1 Such single member committees shall be appointed by the president of the court

ARTICLE 8: PLENARY SESSIONS OF THE COURT

8.1 Plenary Sessions: The Court holds an annual plenary session and may convene additional plenary sessions at the President's discretion.

8.2 Decision-Making Authority: The plenary session has the authority to make decisions under Articles 5(1), 6(1), and 7 of these rules.

8.3 Composition of Plenary Sessions: The plenary session consists of:

- i. The President
- ii. The Vice-Presidents
- iii. All Court members who have confirmed attendance and are present

ARTICLE 9: CONFIDENTIALITY

9.1 Confidentiality: All participants in the Court's work, regardless of capacity, must maintain confidentiality.

9.2 Access and Attendance: The Court establishes rules governing:

- i. Who can attend Court and Committee meetings
- ii. Who has access to Court and Secretariat materials

ARTICLE 10: AMENDMENTS TO THE RULES

10.1 Proposal for Amendments: The Court may propose modifications or supplements to the Rules to reflect advancements in technology and changes in global dispute resolution laws.

10.2 Approval Process: Proposed amendments are submitted to:

- i. The Governing Board of HAAART Foundation for approval
- ii. The Supervisory Board for final approval
- iii. The approved amendments are then adopted by the Governing Council.

ARTICLE 11: AWARDS & DECISIONS OF THE COURT

11.1 Headquarters: The official global headquarters of the Court is located in The Hague, Netherlands.

11.2 Jurisdiction of Awards and Decisions: All awards and decisions made by the Court are considered to have been rendered in The Hague, Netherlands.

CHAPTER III
INTERNAL RULES OF
HAAART INTERNATIONAL
COURT OF ARBITRATION

ARTICLE 12: CONFIDENTIALITY OF HICA PROCEEDINGS

12.1 Definition of Court Members: For this chapter, "members of the Court" includes the President, Vice-Presidents, and other members.

12.2 Restricted Access to Sessions: Only Court members and the Secretariat may attend Court sessions.

12.3 Exceptional Attendance: The President may invite others to attend, provided they maintain confidentiality.

12.4 Confidential Documents: Documents submitted to or created by the Court are only shared with authorized individuals.

12.5 Access for Research Purposes: The President or Secretary General may allow researchers to access certain documents, with confidentiality agreements.

12.6 Conditions for Research Access: Researchers must agree to respect confidentiality and obtain approval before publishing related content.

12.7 Archiving Documents: The Secretariat retains arbitration records, including awards and correspondence.

12.8 Document Destruction: Documents may be destroyed unless a party or arbitrator requests their return in writing, at their own expense

ARTICLE 13: CONFLICT OF INTERESTS / PARTICIPATION OF MEMBERS OF HICA IN HICA ARBITRATION

13.1 Prohibition on Dual Roles: The President and Secretariat members cannot serve as arbitrators or counsel in HICA Arbitration cases.

13.2 Restriction on Court Member Appointments: The Court won't appoint Vice-Presidents or members as arbitrators, but parties can propose them, subject to confirmation.

13.3 Disclosure of Involvement: Court members and staff must inform the Secretary General if they're involved in any pending case.

13.4 Recusal from Proceedings: Involved individuals must absent themselves from relevant Court sessions, refrain from participating in discussions, and not influence decisions.

13.5 Non-Disclosure of Case Information: Involved individuals won't receive confidential documentation or information related to the proceedings.

ARTICLE 14: RELATIONS BETWEEN THE MEMBERS OF THE COURT AND HAAART FOUNDATION

14.1 Independence of Court Members: Court members operate independently of HAAART Foundation's Supervisory and Governing Boards.

14.2 Confidentiality Obligations: Court members must keep information about individual cases confidential from HAAART Foundation's boards, committees, and groups, unless:

- i. Authorized by the Court's President
- ii. Authorized by a Vice-President with presidential approval
- iii. Requested by the Court's Secretary General

ARTICLE 15: COMMITTEE FORMATION, QUORUM AND DECISION-MAKING

15.1 Committee Appointments: The President appoints Committee members from Vice-Presidents or other Court members. In the President's absence, a Vice-President makes the appointments.

15.2 Committee Meetings: Committees meet when convened by their president.

15.3 Committee Presidents: The Court's President typically leads Committees, but a Vice-President may substitute in their absence or at the President's request.

15.4 Single-Member Committees: The President, Vice-President, or any Court member can form and convene a Single-Member Committee.

15.5 Reporting Committee Decisions: Decisions on Committee formation are reported to the Court at its next session.

15.6 Quorum Requirements: Deliberations are valid when:

- i. At least two members are present (Committee)
- ii. At least three members, including the President or Vice-President, are present (Special Committee and plenary)
- iii. Decision-Making at Committees

15.7 Committee decisions require unanimity. If a unanimous decision is impossible, the case is transferred to a Special Committee.

15.8 Decision-Making at Special Committees and Plenary: Decisions are made by majority vote, with the President or Vice-President holding a casting vote in case of a tie.

ARTICLE 16: EXPLANATIONS FOR DECISIONS

16.1 Requesting Explanations: Upon request, the Court will provide reasons for specific decisions (Articles 33.4, 34.3, 35.2.3.f, 35.2.3.g, 35.4, and 35.5.5).

16.2 Timing of Requests: Requests for explanations must be made before the decision is issued. For decisions under Article 35.5.2, requests should be submitted when commenting on the decision (Article 35.5.3).

16.3 Exceptions: In rare cases, the Court may choose not to provide explanations for its decisions.

ARTICLE 17: HICA SECRETARIAT

17.1 Delegated Authority: In the Secretary General's absence, the Deputy Secretary General and General Counsel have authority to:

- i. Refer matters to the Court
- ii. Confirm arbitrators

- iii. Certify award copies
- iv. Request provisional advances
- v. Authorize installment payments

17.2 Secretariat's Role: With Court approval, the Secretariat may issue notes and documents to inform parties and arbitrators or facilitate proceedings.

17.3 Secretariat Offices: The Secretariat is headquartered at the Court, with additional offices designated by the Secretary General. Parties can submit requests to any office, and Secretariat functions can be carried out from any office, as instructed.

ARTICLE 18: SCRUTINY OF ARBITRAL AWARDS

18.1: Scrutiny Of Draft Awards: When reviewing draft awards, the Court considers, where possible, the mandatory laws of the arbitration's location.

CHAPTER IV
MEDIATION RULES OF
HAAART INTERNATIONAL
COURT OF ARBITRATION

ARTICLE 19: INTRODUCTORY PROVISIONS

19.1 Administration: The HICA Mediation Rules are administered by the HAAART International Court of Arbitration's bureau.

19.2 Mediation Process: The Rules facilitate the appointment of a neutral Mediator to help parties settle disputes.

19.3 Default Procedure: Mediation is the default process unless parties agree to an alternative settlement procedure before the Mediator's appointment.

19.4 Modifying the Rules: Parties can modify the Rules, but the Court may decline to administer the proceedings if the modifications contradict the Rules' spirit. The Mediator must also approve any modifications made after their appointment.

19.5 Exclusive Administration: The Court is the sole authority authorized to manage mediation proceedings under the Rules.

ARTICLE 20: COMMENCEMENT WHERE THERE IS AN AGREEMENT TO REFER TO HICA RULES

20.1 Filing a Request for Mediation: Where there is an agreement between the parties to refer their dispute to the Rules, any party or parties wishing to commence mediation pursuant to the Rules shall file a written Request for Mediation (the "Request") with the Court. The Request shall include:

a) Party and Representative Information:

- i. Names
- ii. Addresses
- iii. Contact numbers
- iv. Email addresses
- v. Other relevant contact details

b) Dispute Description:

- i. Summary of the dispute
- ii. Estimated value (if possible)

c) Alternative Settlement Procedures:

- i. Agreed alternative procedures (if any)
- ii. Proposed alternatives (if no agreement)

d) Mediation Time Frame

- i. Agreed time limits (if any)
- ii. Proposed time limits (if no agreement)

e) Language of Mediation

- i. Agreed language(s) (if any)
- ii. Proposed language(s) (if no agreement)

f) Meeting Location

- i. Agreed physical meeting location (if any)
- ii. Proposed location (if no agreement)

g) Mediator Selection

- i. Jointly nominated Mediator (if any)
- ii. Agreed Mediator attributes (if no nomination)
- iii. Proposed Mediator attributes (if no agreement)

h) Underlying Agreement

- i. Copy of the written agreement governing the Request

20.2 Filing Fee: The party filing the Request must pay the required filing fee, as per the Mediation Fee rules in effect at the time of filing.

20.3 Notifying Other Parties: The filing party must send a copy of the Request to all other parties, unless all parties have jointly filed the Request.

20.4 Acknowledgment: The Court will confirm receipt of the Request and filing fee in writing to the parties.

20.5 Commencement of Proceedings: When parties agree to mediate under the Rules, the date the Court receives the Request marks the start of the mediation proceedings.

20.6 Time Limit: If parties agree to a time limit starting from the Request filing, the start date will be the later of the Court's receipt of the Request or the filing fee.

ARTICLE 21: COMMENCEMENT WHERE THERE IS NO PRIOR AGREEMENT TO REFER TO THE RULES

21.1 Proposing Mediation: In the absence of an agreement of the parties to refer their dispute to the Rules, any party that wishes to propose referring the dispute to the Rules to another party may do so by sending a written Request to the Court containing the information specified in Article 20.1, subparagraphs a-g. Upon receipt of such Request, the Court will inform all other parties of the proposal and may assist the parties in considering the proposal.

21.2 Filing Fee: Together with the Request, the party or parties filing the Request shall pay the filing fee required as per HICA Mediation Fee rules hereto in force on the date the Request is filed.

21.3 Commencement of Proceedings: Where the parties reach an agreement to refer their dispute to the Rules, the Proceedings shall commence on the date on which the Court sends written confirmation to the parties that such an agreement has been reached.

21.4 Failure to Agree: Where the parties do not reach an agreement to refer their dispute to the Rules within 15 days from the date of the receipt of the Request by the Court or within such additional time as may be reasonably determined by the Court, the Proceedings shall not commence.

ARTICLE 22: PLACE AND LANGUAGE(S) OF THE MEDIATION

22.1 Location of Meetings: If parties don't agree, the Court will decide the location of in-person mediation meetings, or ask the Mediator to decide after their appointment.

22.2 Language of Mediation: If parties don't agree, the Court will decide the language(s) used in mediation, or ask the Mediator to decide after their appointment.

ARTICLE 23: SELECTION OF THE MEDIATOR

23.1 Joint Nomination: The parties may jointly nominate a Mediator for confirmation by the Court.

23.2 Court Appointment: In the absence of a joint nomination of a Mediator by the parties, the Court shall, after consulting the parties, either appoint a Mediator or propose a list of Mediators.

23.3 Selection from Court Empanelled Mediators List: All of the parties may jointly nominate a Mediator from the Court empanelled list for confirmation by the Court, failing which the Court shall appoint a Mediator.

23.4 Mediator's Statement: Before appointment, the proposed mediator must sign a statement confirming their acceptance, availability, impartiality and Independence. They must also disclose any potential conflicts of interest. The Court shall provide such information to the parties in writing and shall fix a time limit for any comments from them.

23.5 Court's Considerations: When appointing a mediator, the Court will consider factors like, Nationality, Language skills, Training and qualifications, Experience, Availability etc.

23.6 Party Objections: If a party objects to the appointed mediator, they must notify the Court and other parties within 15 days, stating their reasons. The Court will then appoint a new mediator.

23.7 Multiple Mediators: Parties can agree to have multiple mediators, and the Court may propose this option in suitable cases.

ARTICLE 24: FEES AND COSTS

24.1 Filing Fee: The party or parties filing a Request shall include with the Request the non-refundable filing fee as set out in the Mediation Fee Rules hereto. No Request shall be processed unless accompanied by the filing fee.

24.2 Initial Deposit: Following the receipt of a Request pursuant to Article 21, the Court may request that the party filing the Request pay a deposit to cover the administrative expenses of the Court.

24.3 Ongoing Deposits: After Proceedings begin, the Court will request parties to pay deposits to cover administrative expenses and the Mediator's fees., as set out in the Mediation Fee Rules hereto.

24.4 Non-Payment Consequences: If a party fails to pay a requested deposit, the Court may pause or terminate the Proceedings.

24.5 Cost Calculation and Reimbursement: Upon termination, the Court will calculate total costs and reimburse excess payments or bill parties for outstanding balances.

24.6 Shared Costs: Parties will split deposits and costs equally, unless they agree otherwise. If one party fails to pay, the other may cover the balance.

24.7 Individual Expenditure: Each party is responsible for their own expenses, unless parties agree to share costs.

ARTICLE 25: CONDUCT OF MEDIATION

25.1 Initial Discussion: The Mediator and parties will promptly discuss how the mediation will proceed.

25.2 Written Guidance: After discussion, the Mediator will provide a written note outlining the mediation process. Parties agree to participate until receiving this note or until Proceedings terminate pursuant to Article 26.1 of the Rules.

25.3 Mediator's Role: The Mediator will conduct the mediation fairly, impartially, and in accordance with the parties' wishes.

25.4 Good Faith Participation: Each party shall act in good faith throughout the mediation.

ARTICLE 26: TERMINATION OF PROCEEDINGS

26.1 Termination Events: The Court will terminate the mediation proceedings upon written confirmation to the parties after any of the following events:

- a. Parties sign a settlement agreement.
- b. A party notifies the Mediator they no longer wish to pursue mediation.
- c. Mediation is completed.
- d. Mediator determines mediation won't resolve the dispute.
- e. Time limits for proceedings expire.
- f. Payment due from a party remains unpaid.
- g. Failure to nominate or appoint a Mediator.

26.2 Mediator's Notification Duty: The Mediator must promptly inform the Court about:

- a. Signing of a settlement agreement.
- b. Any notifications related to termination events (b-d).
- c. Provide copies of such notifications to the Court.

ARTICLE 27: CONFIDENTIALITY

27.1 Confidentiality of Proceedings: Unless parties agree otherwise or applicable law prohibits it:

- a. Mediation proceedings are private and confidential.
- b. Settlement agreements are confidential, except for disclosures required by law or necessary for implementation/enforcement.

27.2 Protection of Mediation Communications: Unless required by law or parties agree otherwise that:

- a. Parties won't use mediation documents, statements, or communications as evidence in other proceedings, unless independently obtainable.
- b. Parties won't disclose: Views/suggestions on dispute/settlement., Admissions made by other parties, Mediator's views/proposals, Parties' willingness to accept settlement proposals.

ARTICLE 28: GENERAL PROVISIONS

28.1 Parallel Proceedings: Parties can pursue judicial, arbitral, or similar proceedings simultaneously with mediation, unless they agree otherwise or applicable law prohibits it.

28.2 Mediator's Role Limitation: A Mediator cannot participate in judicial, arbitral, or similar proceedings related to the dispute, unless all parties agree otherwise.

28.3 Mediator's Testimony: The Mediator won't provide testimony in any proceedings concerning the mediation, unless required by law or agreed upon by all parties.

28.4 Liability Limitation: The Mediator, Court, HAAART Foundation, and their employees/representatives are not liable for any acts/omissions in connection with the Proceedings, except as prohibited by applicable law.

28.5 Spirit of the Rules: In unclear situations, the Court and Mediator will act in accordance with the Rules' spirit.

28.6 Mediation Model Clauses: The mediation model clauses are as defined in chapter VIII of the these rules

ARTICLE 29: SCHEDULE OF HICA MEDIATION FEES & COSTS

29.1 Filing Fee: Each Request pursuant to the Rules must be accompanied by a filing fee of EUR 2,000. The filing fee is non-refundable and shall be credited towards the deposit of the party or parties having filed the Request.

29.2 Administrative Expenses:

29.2.1 The administrative expenses of the HICA for the proceedings shall be fixed at the Court's discretion depending on the tasks carried out by the Court and shall normally not exceed the following:

Administrative Fee in EUR	Quantum of Claim in EUR
EUR 3,000	for amounts in dispute up to and including EUR 200,000
EUR 6,000	for amounts in dispute between EUR 200,001 and EUR 2,000,000

EUR 12,000	for amounts in dispute between EUR 2,000,001 and EUR 10,000,001
EUR 18,000	for amounts in dispute between EUR 10,000,001 and EUR 50,000,000
EUR 24,000	for amounts in dispute between EUR 50,000,001 and EUR 100,000,000
EUR 30,000	for amounts in dispute over EUR 100,000,000

29.2.2 Where the amount in dispute is not stated, the administrative expenses may be fixed by the Court at its discretion, taking into account all the circumstances of the case, including indications regarding the value of the dispute, but they shall normally not exceed EUR 30,000.

29.2.3 In exceptional circumstances, the Court may fix the administrative expenses at a higher figure than that which would result from the application of the above scale, provided that the Court shall inform the parties of such possibility beforehand and shall normally not exceed the maximum amount for administrative expenses foreseen in the scale.

29.2.4 The Court may require the payment of administrative expenses in addition to those provided in the scale described in Article 29.2.1 of this schedule as a condition for holding the proceedings in abeyance at the request of the parties or of one of them with the acquiescence of the other. Such abeyance fee shall normally not exceed EUR 1,000 per party per year.

29.2.5 Travel, Boarding & Lodging Charges

- i. Local Sitting :Travelling allowance of EUR 100 per sitting.
- ii. Outstation Sitting : Actuals by Air and out-of-pocket expenses at actuals for boarding, lodging and local transport subject to maximum of EUR 500 per day.

29.2.6 Charges For Facilities

- i. Venue Charges: HICA venue: EUR 400 per session
- ii. Wi-Fi Charges: EUR 50 per session
- iii. Documentation Camera charges: EUR 100 for 2 hours

iv. Stenographic service charges (optional): EUR 100

29.2.7 Fee Payment Schedule

- i. Registration Charges : To be paid by the Initiating Party at the time of filing of Request.
- ii. Mediator & Administrative Fee: Once the mediator is appointed, the initiating party shall make a deposit of 2 sessions of mediator fee and administrative fee.
- iii. If the mediation is abandoned due the absence of the opposite party or due to non-agreement in the first session itself, the balance amount will be refunded to the initiating party.
- iv. After the first session, both parties shall always keep a deposit of mediator and administrative fee of 2 sessions in advance. After the conclusion of the mediation, the amount will be settled.

ARTICLE 30: MEDIATOR’S FEES AND EXPENSES

30.1 Unless otherwise agreed by the parties and the Mediator, the fees of the Mediator shall be calculated on the basis of the time reasonably spent by the Mediator in the proceedings. These fees shall be based on an hourly rate fixed by the Court when appointing or confirming the Mediator and after having consulted the Mediator and the parties. The hourly rate shall be reasonable in amount and shall be determined in light of the complexity of the dispute and any other relevant circumstances.

30.2 If agreed by the parties and the Mediator, the Court may fix the Mediator’s fees on the basis of a single fixed fee for the whole proceedings, rather than an hourly rate. The single fixed fee shall be reasonable in amount and shall be determined in light of the complexity of the dispute, the amount of work that the parties and the Mediator anticipate will be required of the Mediator, and any other relevant circumstances. The Court, at its discretion, may increase or decrease the amount of the single fixed fee based upon a reasoned request of a party or the Mediator. Prior to increasing or decreasing the single fixed fee, the Court shall invite observations from all parties and the Mediator.

30.3 The mediator may opt to follow the below HICA model mediation fee:

Mediator Fee in EUR	Quantum of Claim in EUR
----------------------------	--------------------------------

Per Session Fee: EUR 300 Max Total Fee: EUR 3000	for amounts in dispute up to and including EUR 200,000
Per Session Fee: EUR 600 Max Total Fee: EUR 6000	for amounts in dispute between EUR 200,001 and EUR 2,000,000
Per Session Fee: EUR 1200 Max Total Fee: EUR 12,000	for amounts in dispute between EUR 200,001 and EUR 2,000,000
Per Session Fee: EUR 1800 Max Total Fee: EUR 18000	for amounts in dispute between EUR 10,000,001 and EUR 50,000,000
Per Session Fee: EUR 2400 Max Total Fee: EUR 24000	for amounts in dispute between EUR 50,000,001 and EUR 100,000,000
Per Session Fee: EUR 3000 Max Total Fee: EUR 30000	for amounts in dispute over EUR 100,000,000

ARTICLE 31: CURRENCY, VAT AND SCOPE

31.1 All amounts fixed by the Court or pursuant to any Schedule of Fee of the Rules are payable in EUR except where prohibited by law, in which case the HICA may apply a different scale and fee arrangement in another currency.

31.2 Amounts paid to the Mediator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Mediator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Mediator and the parties.

31.3 Any HICA administrative expenses may be subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.

CHAPTER V

ARBITRATION RULES OF HAAART INTERNATIONAL COURT OF ARBITRATION

ARTICLE 32: COMMENCEMENT OF ARBITRATION

32.1 Written Notifications or Communications & Time Limits

32.1.1 Transmission: All written communications, pleadings, and documents must be sent to all parties, arbitrators, and the Secretariat.. Any notification or communication from the arbitral tribunal to the parties shall also be sent in copy to the Secretariat.

32.1.2 Address: Notifications will be sent to the last known address of the party or representative.

32.1.3 Delivery Methods: A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or would have been received if made in accordance with Articles below.

32.1.4 Effective Date: A notification is deemed made on the day it's received or would have been received if sent correctly.

32.1.4 Time Periods: Time limits start the day after a notification is deemed made. If the next day is a holiday or non-business day, the period starts on the next business day.

32.2 Request for Arbitration

32.2.1 Submitting the Request: A party seeking arbitration must submit a Request for Arbitration to the Secretariat. The Secretariat will notify the claimant and respondent of receipt and date.

32.2.2 Commencement of Arbitration: The date on which the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration.

32.2.3 Request Content: The Request shall contain the following information:

- a. Party details (name, address, contact info)
- b. Representative details (name, address, contact info)
- c. Dispute description and basis of claims
- d. Relief sought, including claim amounts and estimates
- e. Relevant agreements, including arbitration agreements
- f. Details on arbitration agreements for multiple claims
- g. Proposals for arbitrators and their selection
- h. Preferences for arbitration location, law, and language
- i. The claimant can submit additional documents to support efficient dispute resolution.

32.2.4 Request Submission Requirements: When submitting the Request, the claimant must:

- i. Pay the required filing fee (as per the Schedule of HICA Arbitration Fees & Costs).
- ii. Provide enough copies of the Request for each party, arbitrator, and the Secretariat (if requesting transmission by delivery, registered post, or courier).

32.2.5 If the claimant fails to comply, the Secretariat may:

- i. Set a deadline for compliance.
- ii. Close the file without prejudice if the deadline is missed.

32.3 Reply To The Request; Counterclaims

32.3.1 Respondent's Reply: Within 30 days of receiving the Request, the respondent must submit a Reply, containing:

- i. Respondent's details
- ii. Representative's details
- iii. Comments on the dispute and claims
- iv. Response to relief sought
- v. Observations on arbitrators, place, law, and language

32.3.2 Extension of Time: The Secretariat may grant an extension for submitting the Reply, provided the respondent includes observations on arbitrators and nominations.

32.3.3 Submission Requirements: The Reply must be submitted in sufficient

copies for all parties, arbitrators, and the Secretariat.

32.3.4 Communication: The Secretariat will communicate the Reply and annexed documents to all parties.

32.3.5 Counterclaims: Counterclaims must be submitted with the Reply, including:

- a. Description of dispute and basis
- b. Relief sought and estimated value
- c. Relevant agreements and arbitration agreements

32.3.6 Claimant's Response: The claimant must respond to counterclaims within 30 days. The Secretariat may grant an extension before transmitting the file to the arbitral tribunal.

ARTICLE 33. EFFECT OF THE ARBITRATION AGREEMENT

33.1 Submission to Rules: Parties submitting to arbitration under the Rules are deemed to accept the Rules in effect on the commencement date, unless they agreed to earlier Rules.

33.2 Administration by the Court: By agreeing to arbitration, parties accept the Court's administration.

33.3 Non-Response or Jurisdictional Pleas: If a party fails to respond or raises jurisdictional pleas, the arbitration proceeds, and the tribunal decides on jurisdiction, unless the Secretary General refers the matter to the Court.

33.4 Court's Decision on Jurisdiction: The Court decides whether the arbitration proceeds, considering whether an arbitration agreement may exist. The arbitration proceeds if the Court is satisfied.

33.5 Tribunal's Jurisdictional Decision: The arbitral tribunal decides on its jurisdiction, except for parties or claims the Court decides cannot proceed.

33.6 Judicial Review: Parties can seek judicial review if the Court decides the arbitration cannot proceed.

33.7 Reintroducing Claims: A party can reintroduce claims later if the Court decides the arbitration cannot proceed for those claims.

33.8 Proceeding Notwithstanding Refusal: The arbitration proceeds even if a party refuses or fails to participate.

33.9 Tribunal's Jurisdiction Despite Contract Validity: The arbitral tribunal retains jurisdiction to decide claims, even if the contract is alleged to be non-existent or null and void, as long as the arbitration agreement is valid.

ARTICLE 34: MULTIPLE PARTIES, MULTIPLE CONTRACTS AND CONSOLIDATION

34.1 Joinder of Additional Parties

i. Request for Joinder: A party can request to join an additional party by submitting a Request for Joinder to the Secretariat.

ii. Contents: The Request must include the case reference, party details, and other relevant information.

iii. Additional Party's Response: The additional party must submit an Answer/Reply, which may include claims against other parties.

iv. Decision on Joinder: If the Request is made after an arbitrator appointment, the arbitral tribunal decides, considering factors like jurisdiction, timing, and conflicts of interest.

34.2 Multiple Contracts

i. Single Arbitration: Claims from multiple contracts can be made in a single arbitration, regardless of the number of arbitration agreements.

34.3 Consolidation of Arbitrations

i. Court's Discretion: The Court may consolidate arbitrations at a party's request, considering factors like party agreement, arbitration agreements, and compatibility.

ii. Consolidation Criteria: The Court considers whether claims arise from the same legal relationship and whether arbitration agreements are compatible.

iii. Procedure: Consolidated arbitrations are merged into the first-commenced arbitration, unless parties agree otherwise.

ARTICLE 35: ARBITRAL TRIBUNAL

35.1 General Provisions for Arbitrators:

35.1.1 Impartiality and Independence: Arbitrators must remain impartial and independent of parties throughout the arbitration.

35.1.2 Pre-Appointment Disclosure: Before appointment, prospective arbitrators must:

- i. Sign a statement of acceptance, availability, impartiality, and independence.
- ii. Disclose potential conflicts or circumstances that may question their independence or impartiality.
- iii. The Secretariat shares this information with parties and seeks their comments.

35.1.3 Ongoing Disclosure: Arbitrators must immediately disclose any new conflicts or circumstances that may arise during the arbitration.

35.1.4 Court Decisions: The Court's decisions on arbitrator appointment, confirmation, challenge, or replacement are final.

35.1.5 Arbitrator Responsibilities: By accepting the role, arbitrators undertake to follow the Rules.

35.1.6 Tribunal Constitution: The arbitral tribunal is constituted according to the Rules, unless parties agree otherwise.

35.1.7 Third-Party Funding Disclosure: Parties must promptly inform the Secretariat, tribunal, and other parties about any non-party funding arrangements that may have an economic interest in the arbitration outcome.

35.2 Constitution of the Arbitral Tribunal

35.2.1 Number of Arbitrators

- a. The disputes shall be decided by a sole arbitrator or by three arbitrators.
- b. If parties don't agree, the Court appoints a sole arbitrator, unless the dispute warrants 3 arbitrators.. In such a case, the claimant shall nominate an arbitrator within 15 days from receipt of the notification of the decision of the Court, and the respondent shall nominate an

arbitrator within 15 days from receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.

35.2.2 Sole Arbitrator

- a. Parties can nominate a sole arbitrator for confirmation.
- b. If parties fail to nominate, the Court appoints the sole arbitrator.

35.2.3 Three Arbitrators

- a. Each party nominates 1 arbitrator in the Request and Answer.
- b. The Court appoints the third arbitrator (president) unless parties agree otherwise.
- c. If parties can't agree, the Court appoints the third arbitrator.
- d. Multiple claimants/respondents jointly nominate an arbitrator.
- e. Additional parties may jointly nominate an arbitrator.
- f. If parties can't agree, the Court appoints each arbitrator.
- g. In exceptional circumstances, the Court may appoint arbitrators to ensure fairness.

35.3 Appointment and Confirmation of the Arbitrators

35.3.1 Considerations for Appointment: The Court considers factors like nationality, residence, availability, and ability to conduct the arbitration fairly when appointing or confirming arbitrators.

35.3.2 Confirmation by the Secretary General: The Secretary General may confirm arbitrators nominated by parties, ensuring they meet impartiality and independence standards.

35.3.3 Court Appointment: The Court appoints arbitrators based on proposals from the HICA Appointment Committee or Group, or directly if necessary.

35.3.4 Direct Appointment: The Court may appoint arbitrators directly in special cases, such as:

- i. Involvement of a state or state entity
- ii. Lack of an Appointment Committee or Group in a country
- iii. Exceptional circumstances certified by the President

35.3.5 Nationality of Sole Arbitrator or President: The sole arbitrator or

president should ideally be of a different nationality than the parties, but exceptions can be made with party agreement.

35.3.6 Treaty-Based Arbitrations: In arbitrations based on treaties, no arbitrator should have the same nationality as any party, unless parties agree otherwise.

35.4 Challenge of Arbitrators:

35.4.1 Making a Challenge: A party can challenge an arbitrator by submitting a written statement to the Secretariat, specifying the facts and circumstances of the challenge.

35.4.2 Timeliness of Challenge: A challenge is admissible if made within:

- i. 30 days of receiving the arbitrator's appointment or confirmation notification.
- ii. 30 days of learning the facts and circumstances supporting the challenge, if later than the notification.

35.4.3 Deciding on the Challenge: The Court decides on the challenge's admissibility and merits after:

- i. The Secretariat allows the arbitrator, other parties, and tribunal members to comment in writing.
- ii. Comments are shared with parties and arbitrators.

35.5 Replacement of Arbitrators

35.5.1 Grounds for Replacement: An arbitrator can be replaced due to:

- i. Death
- ii. Resignation (accepted by the Court)
- iii. Challenge (accepted by the Court)
- iv. Joint request by all parties

35.5.2 Court-Initiated Replacement: The Court may replace an arbitrator on its own initiative if:

- i. The arbitrator is unable to fulfill duties (de jure or de facto)
- ii. The arbitrator fails to perform duties in accordance with the Rules or timelines

35.5.3 Procedure for Replacement: Before replacing an arbitrator, the Court:

- i. Notifies the arbitrator, parties, and other tribunal members
- ii. Allows them to comment in writing within a set timeframe
- iii. Shares comments with parties and arbitrators

35.5.4 Reconstituting the Tribunal: When reconstituting the tribunal:

- i. The Court may choose to follow the original nominating process or not
- ii. The reconstituted tribunal decides whether to repeat prior proceedings

35.5.5 Continuing with Remaining Arbitrators: After closing proceedings, if an arbitrator dies or is removed:

- i. The Court may decide to continue with the remaining arbitrators
- ii. The Court considers views of remaining arbitrators, parties, and other relevant factors

ARTICLE 36: ARBITRAL PROCEEDINGS

36.1 Transmission of the File to the Arbitral Tribunal

36.1.1 The Secretariat sends the case file to the arbitral tribunal once it's constituted, provided the parties have paid the required advance on costs.

36.2 Party Representation

36.2.1 Notification of Changes: Parties must promptly inform the Secretariat, tribunal, and other parties of any changes in their representation.

36.2.2 Conflict of Interest: The tribunal may take measures to avoid conflicts of interest arising from changes in party representation, including excluding new representatives from participating in the proceedings.

36.2.3 Proof of Authority: The tribunal or Secretariat may request proof of a party representative's authority at any time during the arbitration.

36.3 Place of the Arbitration

36.3.1 The place of the arbitration shall be fixed by the Court, unless agreed upon by the parties.

36.3.2 The arbitral tribunal may, after consulting the parties, conduct hearings

and meetings at any location it considers appropriate, unless otherwise agreed by the parties.

36.3.3 The arbitral tribunal may deliberate at any location it considers appropriate.

36.4 Governing Rules

36.4.1 The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

36.5 Language of the Arbitration

36.5.1 If parties don't agree, the tribunal determines the arbitration language(s), considering relevant circumstances, including the contract language.

36.6 Applicable Rules of Law

36.6.1 The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.

36.6.2 The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.

36.6.3 The arbitral tribunal shall assume the powers of an amiable compositeur or decide *ex aequo et bono* only if the parties have agreed to give it such powers.

36.7 Conduct of the Arbitration

36.7.1 The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.

36.7.2 In order to ensure effective case management, after consulting the parties, the arbitral tribunal shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties. Such measures may include one or more of the case management techniques described as part of these rules.

36.7.3 Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

36.7.4 In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

36.7.5 The parties undertake to comply with any order made by the arbitral tribunal.

36.8 Terms of Reference

36.8.1 Document Preparation: The arbitral tribunal prepares a Terms of Reference document after receiving the case file. This document outlines:

- i. Parties' details (names, addresses, contact information)
- ii. Notification and communication addresses
- iii. Summary of claims and relief sought (including amounts and estimates)
- iv. List of issues to be determined (if appropriate)
- v. Arbitrators' details (names, addresses, contact information)
- vi. Place of arbitration
- vii. Applicable procedural rules
- viii. Any powers to act as amiable compositeur or decide ex aequo et bono

36.8.2 Signing and Submission: The Terms of Reference shall be signed by the parties and the arbitral tribunal

- i. The Terms of Reference are signed by parties and the arbitral tribunal.
- ii. The tribunal submits the signed Terms to the Court within 30 days.
- iii. The Court may extend this deadline.

36.8.3 Refusal to Sign: If a party refuses to sign the Terms of Reference:

- i. The tribunal submits them to the Court for approval.
- ii. Once approved, the arbitration proceeds.

36.8.4 Amending Claims: After signing or Court approval:

- i. Parties can't make new claims outside the Terms of Reference without tribunal approval.

36.9 Case Management Conference and Procedural Timetable

36.9.1 Initial Conference: The arbitral tribunal holds a case management conference with parties to discuss procedural measures, either when drawing up the Terms of Reference or soon after.

36.9.2 Procedural Timetable: During or after the conference, the tribunal establishes a procedural timetable for efficient arbitration conduct and communicates it to the Court and parties.

36.9.3 Ongoing Case Management: The tribunal may adopt further measures or modify the timetable after consulting parties through another conference or otherwise.

36.9.4 Conference Format: Conferences can be in-person, video, phone, or other communication means. The tribunal decides the format if parties don't agree. Parties may be asked to submit proposals or attend in person.

36.10 Establishing the Facts of the Case

36.10.1 Fact-Finding: The arbitral tribunal quickly gathers facts using all suitable methods.

36.10.2 Witness and Expert Testimony: The tribunal may:

- i. Hear witnesses, party-appointed experts, or others.
- ii. Hold hearings with or without parties present.

36.10.3 Tribunal-Appointed Experts: The tribunal:

- i. May appoint experts after consulting parties.
- ii. Defines their tasks and receives reports.
- iii. Allows parties to question experts at hearings.

36.10.4 Additional Evidence: The tribunal may request additional evidence from parties at any time.

36.10.5 Document-Based Decision: The tribunal decides the case based solely on submitted documents unless a party requests a hearing.

36.11 Hearings

36.11.1 Scheduling Hearings:

- i. Hearings are held if a party requests or the tribunal decides.
- ii. Parties receive reasonable notice to appear.
- iii. Hearings can be in-person or remote (video/phone).

36.11.2 Failure to Appear: If a party fails to appear without a valid excuse, the tribunal can proceed.

36.11.3 Hearing Procedure:

- i. The tribunal is in charge of hearings.
- ii. Parties can attend, but outsiders need approval.
- iii. Parties can represent themselves or be represented.

36.11.4 Representation and Assistance: Parties can be assisted by advisers during hearings.

36.12 Closing of the Proceedings

36.12.1 Closing Proceedings and Draft Award Submission: The arbitral tribunal:

- a. Closes proceedings after the last hearing or final submissions.
- b. Informs the Secretariat and parties of the expected draft award submission date.
- c. After closure; No further submissions, arguments, or evidence are allowed unless requested or authorized by the tribunal.

36.13 Conservatory and Interim Measures

36.13.1 Tribunal-Ordered Measures

- i. Unless parties agree otherwise, the tribunal may order interim/conservatory measures at a party's request.
- ii. Measures may require security from the requesting party.

iii. Measures take the form of an order or award, with reasons.

36.13.2 Judicial Authority Measures

- i. Parties can apply to a judicial authority for interim/conservatory measures before or after the tribunal receives the file.
- ii. Such applications don't infringe on the arbitration agreement or affect the tribunal's powers.
- iii. Parties must notify the Secretariat of any applications or measures taken by a judicial authority.

36.14 Emergency Arbitrator

36.14.1 Emergency Measures: Parties needing urgent interim/conservatory measures can apply under the Emergency Arbitrator Rules.

36.14.2 Application Timing: Applications are accepted only before the arbitral tribunal receives the file.

36.14.3 Emergency Arbitrator's Decision: The decision takes the form of an order, which parties must comply with.

36.14.4 Order's Effect: The emergency arbitrator's order doesn't bind the arbitral tribunal, which can modify, terminate, or annul it.

36.14.5 Arbitral Tribunal's Role: The arbitral tribunal decides on requests related to emergency arbitrator proceedings, including cost allocation and compliance claims.

36.14.6 Applicability: Emergency Arbitrator Rules apply only to signatories of the arbitration agreement or their successors.

36.14.7 Exceptions: Emergency Arbitrator Provisions don't apply if parties opt out or the arbitration agreement arises from a treaty.

36.14.8 Judicial Authority Measures: Parties can still seek urgent measures from a judicial authority, which doesn't infringe on the arbitration agreement.

36.15 Expedited Procedure

36.15.1 Agreement to Expedited Procedure: By agreeing to arbitration under the Rules, parties accept the Expedited Procedure Provisions.

36.15.2 When Expedited Procedure Applies: Expedited Procedure Rules apply if:

- i. The dispute amount is below the set limit.
- ii. Parties agree to it.

36.15.3 Exceptions to Expedited Procedure: Expedited Procedure Provisions don't apply if:

- i. The arbitration agreement predates the Expedited Procedure Provisions.
- ii. Parties opt out.
- iii. The Court decides it's inappropriate due to circumstances.

ARTICLE 37: AWARDS

37.1.1 Standard Time Limit: The arbitral tribunal has 6 months to render its final award, starting from the date of the last signature on the Terms of Reference.

37.1.2 Extensions and Modifications: The Court can:

- i. Set a different time limit based on the procedural timetable.
- ii. Extend the time limit upon a reasoned request from the tribunal or on its own initiative.

37.2: Making of the Award

37.2.1 Decision-Making Process: Awards are made by:

- i. Majority decision if the tribunal has multiple arbitrators.
- ii. The president's sole decision if there's no majority.

37.2.2 Award Content: The award must include:

- i. Reasons supporting the decision.

37.2.3 Award Details: The award is considered made:

- i. At the place of arbitration.
- ii. On the date stated in the award.

37.3 Award by Consent

37.3.1 If parties settle after the file is transmitted to the tribunal; The settlement can be recorded as a consent award if parties request and the tribunal agrees.

37.4 Scrutiny of the Award by the Court : Before signing an award:

- i. The tribunal submits a draft to the Court.
- ii. The Court may suggest formal modifications and point out substantive issues.
- ii. No award is finalized until the Court approves its form.

37.5 Notification, Deposit and Enforceability of the Award

37.5.1 Notification of Award: Once the award is made:

- i. The Secretariat notifies parties of the signed award, provided arbitration costs are paid.

37.5.2 Certified Copies: Additional certified copies are available to parties on request.

37.5.3 Waiver of Notification: Parties waive other forms of notification or deposit by the tribunal.

37.5.4 Award Deposit: An original award is deposited with the Secretariat.

37.5.5 Assistance with Formalities: The tribunal and Secretariat assist parties with necessary formalities.

37.5.6 Binding Award: Every award is binding:

- i. Parties undertake to carry out awards without delay.
- ii. Parties waive their right to recourse, to the extent validly possible.

37.6 Correction and Interpretation of the Award; Additional Award; Remission of Awards

37.6.1 Tribunal's Initiative: The arbitral tribunal may correct minor errors in an award within 30 days.

37.6.2 Party Applications: Parties have 30 days to request:

- i. Correction of errors
- ii. Interpretation of the award
- iii. Additional awards for omitted claims

37.6.4 Procedure

- i. The tribunal grants the other party 30 days to comment.
- ii. The tribunal submits its decision to the Court within 30 days.

37.6.5 Remission by Court: If a court remits an award:

- i. Relevant articles apply to any subsequent addendum or award.
- ii. The Court ensures the tribunal complies with the remission terms.
- iii. The Court may fix an advance for additional fees and expenses.

ARTICLE 38: COSTS

38.1 Advance to Cover the Costs of the Arbitration

38.1.1 Provisional Advance: The Secretary General may request the claimant to pay a provisional advance to cover initial arbitration costs.

38.1.2 Advance on Costs:

A. The Court fixes an advance on costs to cover:

- i. Arbitrators' fees and expenses
- ii. HICA administrative expenses
- iii. Other related expenses

B. Claimant and respondent pay equal shares.

38.1.3 Separate Advances for Counterclaims: The Court may fix separate advances for claims and counterclaims.

38.1.4 Advances for Additional Claims: The Court fixes advances for claims made under Articles 34.1 or 34.2.

38.1.5 Readjustment of Advances: Advances may be adjusted during arbitration.

38.1.6 Consequences of Non-Payment: If a party fails to pay its share:

- i. The Secretary General may suspend arbitration.
- ii. Claims may be considered withdrawn after a set time limit.

38.1.7 Set-Off Claims: Set-off claims are treated like separate claims when determining advances

38.2 Decision as to the Costs of the Arbitration

38.2.1 Composition of Costs: The costs of arbitration include:

- i. Arbitrators' fees and expenses
- ii. HICA administrative expenses
- iii. Expert fees and expenses
- iv. Parties' reasonable legal and other costs

38.2.2 Flexibility in Arbitrator Fees: The Court may adjust arbitrator fees based on exceptional circumstances.

38.2.3 Interim Cost Decisions: The arbitral tribunal may make interim decisions on costs during proceedings.

38.2.4 Final Award Costs: The final award determines the costs and decides which party bears them.

38.2.5 Considerations for Cost Decisions: The tribunal considers relevant circumstances, including:

- i. Expeditious and cost-effective conduct

38.2.6 Withdrawal or Termination Costs: If claims are withdrawn or arbitration terminated:

- i. The Court fixes arbitrator fees and administrative expenses.
- ii. Parties' cost allocation is decided by the tribunal or Court.

ARTICLE 39: MISCELLANEOUS

39.1 Modified Time Limits

39.1.1 The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.

39.1.2 The Court, on its own initiative, may extend any time limit which has been modified pursuant to Articles if it decides that it is necessary to do so in order that the arbitral tribunal and the Court may fulfil their responsibilities in accordance with the Rules.

39.2 Waiver

39.2.1 A party waives its right to object if it proceeds with arbitration without raising objections.

39.3 Limitation of Liability

39.3.1 HICA, arbitrators, and related individuals are not liable for acts/omissions, except as prohibited by applicable law.

39.4 General Rule

39.4.1 The Court and tribunal act in the spirit of the Rules to ensure enforceable awards.

39.5 Governing Law and Settlement of Disputes

39.5.1 Claims related to arbitration proceedings are governed by Dutch law.

39.6 Arbitration Model Clauses: The Arbitration model clauses are as defined in Chapter VIII of these rules

ARTICLE 40: SCHEDULE OF HICA ARBITRATION FEES & COSTS

40.1 Filing Fee

40.1.1 Each Request pursuant to the Rules must be accompanied by a filing fee of EUR 3,000. The filing fee is non-refundable and shall be credited towards the deposit of the party or parties having filed the Request.

40.2 Filing of Applications

40.2.1 Fee for filing of applications for the purposes Interpretation, correction or additional Award shall be EUR 200 per application per party.

40.3 Administrative Fee

Administrative Fee in EUR	Quantum of Claim in EUR
EUR 3,000	for amounts in dispute up to and including EUR 200,000
EUR 6,000	for amounts in dispute between EUR 200,001 and EUR 2,000,000
EUR 12,000	for amounts in dispute between EUR 2,000,001 and EUR 10,000,001
EUR 18,000	for amounts in dispute between EUR 10,000,001 and EUR 50,000,000
EUR 24,000	for amounts in dispute between EUR 50,000,001 and EUR 100,000,000
EUR 30,000	for amounts in dispute over EUR 100,000,000

40.4 Arbitrator Fee

Quantum of Claim in EUR	Principal Arbitrator Fee in EUR	Expert Arbitrator Fee in EUR	Judicial Arbitrator Fee in EUR
for amounts in dispute up to and including EUR 200,000	Per Session Fee: EUR 300 Max Total Fee: EUR 3000	Per Session Fee: EUR 500 Max Total Fee: EUR 5000	Per Session Fee: EUR 700 Max Total Fee: EUR 7000
for amounts in dispute between EUR 200,001	Per Session Fee: EUR 600	Per Session Fee: EUR 900	Per Session Fee: EUR 1200

and EUR 2,000,000	Max Total Fee: EUR 6000	Max Total Fee: EUR 9000	Max Total Fee: EUR 12000
for amounts in dispute between EUR 2,000,001 and EUR 10,000,001	Per Session Fee: EUR 1200 Max Total Fee: EUR 12,000 + 0.5% of amount exceeding EUR 200,001	Per Session Fee: EUR 1500 Max Total Fee: EUR 15,000 + 1% of amount exceeding EUR 200,001	Per Session Fee: EUR 1800 Max Total Fee: EUR 18,000 + 2% of amount exceeding EUR 200,001
for amounts in dispute between EUR 10,000,001 and EUR 50,000,000	Per Session Fee: EUR 1800 Max Total Fee: EUR 18000 + 0.25% of amount exceeding EUR 10,000,001	Per Session Fee: EUR 2100 Max Total Fee: EUR 21000 + 0.5% of amount exceeding EUR 10,000,001	Per Session Fee: EUR 2400 Max Total Fee: EUR 24000 + 1% of amount exceeding EUR 10,000,001
for amounts in dispute between EUR 50,000,001 and EUR 100,000,000	Per Session Fee: EUR 2400 Max Total Fee: EUR 24000 + 0.125% of amount exceeding EUR 50,000,001	Per Session Fee: EUR 2700 Max Total Fee: EUR 27000 + 0.25% of amount exceeding EUR 50,000,001	Per Session Fee: EUR 3000 Max Total Fee: EUR 30000 + 0.5% of amount exceeding EUR 50,000,001
for amounts in dispute over EUR 100,000,000	Per Session Fee: EUR 3000 Max Total Fee: EUR 30000 + 0.0625% of amount exceeding EUR 100,000,000	Per Session Fee: EUR 3000 Max Total Fee: EUR 40000 + 0.125% of amount exceeding EUR 100,000,000	Per Session Fee: EUR 3000 Max Total Fee: EUR 50000 + 0.5% of amount exceeding EUR 100,000,000

40.5 Additional Fees For The Arbitral Tribunal (Per Arbitrator)

Quantum of Claim in EUR	Fee in EUR
for amounts in dispute up to and including EUR 200,000	EUR 1000
for amounts in dispute between EUR 200,001 and EUR 2,000,000	EUR 1500

for amounts in dispute between EUR 2,000,001 and EUR 10,000,001	EUR 2000
for amounts in dispute between EUR 10,000,001 and EUR 50,000,000	EUR 2500
for amounts in dispute between EUR 50,000,001 and EUR 100,000,000	EUR 3000
for amounts in dispute over EUR 100,000,000	EUR 3500

40.6 Travel, Boarding & Lodging Charges

- i. Local Sitting :Travelling allowance of EUR 100 per sitting.
- ii. Outstation Sitting : Actuals by Air and out-of-pocket expenses at actuals for boarding, lodging and local transport subject to maximum of EUR 500 per day.

40.7 Charges For Facilities

- i. Venue Charges: VIA venue: EUR 400 per session
- ii. Wi-FI Charges: EUR 50 per session
- iii. Documentation Camera charges: EUR 100 for 2 hours
- iv. Stenographic service charges (optional): EUR 100

40.8 Fee Payment Schedule

i. Registration Charges

Filing fee to be paid by the Claimant on filing of Notice of Arbitration.
Application filing fee to be paid by the party making the application.

ii. Arbitral Tribunal & Administrative Fee

- a. 50% of claimant share to be deposited by the Claimant at the time of filing the Claim statement.
- b. 50% of respondent share to be deposited by the respondent at the time of filing the Response or Statement of Defense.
- c. 25% to be deposited by the Parties [Claimant and Respondent(s)] equally before the first hearing date.
- a. Balance to be deposited by the Parties [Claimant and Respondent(s)] within 10 days after the completion of pleadings.

40.9 Currency, VAT & Scope

- i. All amounts fixed by the Court or pursuant to any Schedule of Fee of the Rules are payable in EUR except where prohibited by law, in which case the HICA may apply a different scale and fee arrangement in another currency.
- ii. Amounts paid to the Mediator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Arbitrator and the parties.
- iii. Any HICA administrative expenses may be subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.

ARTICLE 41: ARBITRATION CASE MANAGEMENT PROCEDURES

41.1 The following are examples of case management techniques that can be used by the arbitral tribunal and the parties for controlling time and cost. Appropriate control of time and cost is important in all cases. In cases of low complexity and low value, it is particularly important to ensure that time and costs are proportionate to what is at stake in the dispute.

- a. **Bifurcation and Partial Awards:** Bifurcating the proceedings or rendering one or more partial awards on key issues, when doing so may genuinely be expected to result in a more efficient resolution of the case.
- b. **Issue Identification:** Identifying issues that can be resolved by agreement between the parties or their experts.
- c. **Document-Only Decisions:** Identifying issues to be decided solely on the basis of documents rather than through oral evidence or legal argument at a hearing.
- d. **Document Production:** Production of documentary evidence:

- (i) requiring the parties to produce with their submissions the documents on which they rely;
 - (ii) avoiding requests for document production when appropriate in order to control time and cost;
 - (iii) in those cases where requests for document production are considered appropriate, limiting such requests to documents or categories of documents that are relevant and material to the outcome of the case;
 - (iv) establishing reasonable time limits for the production of documents;
 - (v) using a schedule of document production to facilitate the resolution of issues in relation to the production of documents.
- e. **Limiting Submissions and Evidence:** Limiting the length and scope of written submissions and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.
- f. **Virtual Communication:** Using telephone or video conferencing for procedural and other hearings where attendance in person is not essential and use of softwares that enables online communication among the parties, the arbitral tribunal and the Secretariat of the Court.
- g. **Pre-Hearing Conferences:** Organizing a pre-hearing conference with the arbitral tribunal at which arrangements for a hearing can be discussed and agreed and the arbitral tribunal can indicate to the parties issues on which it would like the parties to focus at the hearing.
- h. Settlement of disputes:**
- (i) encouraging the parties to consider settlement of all or part of the dispute either by negotiation or through any form of amicable dispute resolution methods such as, for example, mediation under the HICA Rules;
 - (ii) where agreed between the parties and the arbitral tribunal, the arbitral tribunal may take steps to facilitate settlement of the dispute, provided that every effort is made to ensure that any subsequent award is enforceable at law.

ARTICLE 42: EMERGENCY ARBITRATOR RULES

42.1 Application for Emergency Measures

42.1.1 Submission of Application: A party seeking emergency measures submits an Application for Emergency Measures to the Secretariat.

42.1.2 Number of Copies: The Application must be submitted in multiple copies (one for each party, the emergency arbitrator, and the Secretariat).

42.1.3 Application Content: The Application must include:

- a. Party details
- b. Representative details
- c. Description of circumstances and underlying dispute
- d. Requested emergency measures
- e. Reason for urgent measures
- f. Relevant agreements (arbitration agreement, etc.)
- g. Proof of payment
- h. Previous submissions (if any)

42.1.4 Language: The Application is in the agreed-upon language or the language of the arbitration agreement.

42.1.5 Transmission to Responding Party: The Secretariat transmits the Application to the responding party if the President considers the Emergency Arbitrator Provisions applicable.

42.1.6 Termination of Proceedings: The President terminates emergency proceedings if a Request for Arbitration is not received within 10 days, unless the emergency arbitrator allows more time.

42.2 Appointment of the Emergency Arbitrator; Transmission of the File

42.2.1 Appointment Timeline: The President appoints an emergency arbitrator within 2 days of receiving the Application.

42.2.2 Limitation on Appointment: No emergency arbitrator is appointed after the file is transmitted to the arbitral tribunal.

42.2.3 Notification and File Transmission: The Secretariat notifies parties and transmits the file to the emergency arbitrator.

42.2.4 Impartiality and Independence: Emergency arbitrators must be and remain impartial and independent.

42.2.5 Statement of Acceptance: Prospective emergency arbitrators sign a statement of acceptance, availability, impartiality, and independence.

42.2.6 Conflict of Interest: Emergency arbitrators cannot act as arbitrators in related arbitrations.

42.3 Challenge of an Emergency Arbitrator

42.3.1 Timeline for Challenge: A challenge to the emergency arbitrator must be made within:

- a. 3 days of receiving the appointment notification
- b. 3 days of learning facts/circumstances supporting the challenge (if later)

42.3.2 Decision on Challenge: The Court decides on the challenge after; The Secretariat allows the emergency arbitrator and other parties to comment in writing within a set timeframe.

42.4 Place of the Emergency Arbitrator Proceedings

42.4.1 Place of Proceedings: The place of the emergency arbitrator proceedings is:

- a. The agreed-upon place of arbitration (if specified)
- b. A place fixed by the President (if no agreement)

42.4.2 Conduct of Meetings: Meetings with the emergency arbitrator can be held:

- a. In-person at a location chosen by the emergency arbitrator
- b. Via video conference, telephone, or similar communication means

42.5 Proceedings

42.5.1 Procedural Timetable: The emergency arbitrator sets a procedural timetable within:

- a. 2 days from receiving the file

42.5.2 Conduct of Proceedings: The emergency arbitrator conducts proceedings in an appropriate manner, considering:

- a. Nature and urgency of the Application
- b. Fairness and impartiality
- c. Reasonable opportunity for each party to present its case

42.6 Order

42.6.1 Form of Decision: The emergency arbitrator's decision takes the form of a written Order.

42.6.2 Admissibility and Jurisdiction: The Order determines:

- i. Admissibility of the Application
- ii. Emergency arbitrator's jurisdiction to order Emergency Measures

42.6.3 Content and Signature: The Order:

- i. States reasons for the decision
- ii. Is dated and signed by the emergency arbitrator

42.6.4 Time Limit: The Order is made within:

- i. 15 days from file transmission
- ii. Extended time limit (if approved by the President)

42.6.5 Notification: The Order is sent to the Parties and the Secretariat

42.6.6 Binding Effect: The Order ceases to be binding upon:

- i. Termination of emergency proceedings
- ii. Challenge against emergency arbitrator
- iii. Arbitral tribunal's final award (unless otherwise decided)
- iv. Withdrawal of claims or termination of arbitration

42.6.7 Conditions: The Order may be subject to conditions, including the provision of security

42.6.8 Modification or Termination: The emergency arbitrator may:

- i. Modify

- ii. Terminate
- iii. Annul the Order upon a reasoned request by a party.

42.7 Costs of the Emergency Arbitrator Proceedings

42.7.1 Adjustment of Costs: The President may increase the emergency arbitrator's fees or HICA administrative expenses during proceedings.

42.7.2 Order and Cost Allocation: The emergency arbitrator's Order:

- i. Fixes costs of emergency proceedings
- ii. Decides which party bears costs and proportion

42.7.3 Composition of Costs: Costs include:

- i. HICA administrative expenses
- ii. Emergency arbitrator's fees and expenses
- iii. Parties' reasonable legal and other costs

42.7.4 Termination and Reimbursement: If emergency proceedings don't take place or are terminated:

- i. President determines reimbursement to applicant (if any)
- ii. EUR 3,000 HICA administrative expenses is non-refundable

42.8 General Rule

42.8.1 President's Discretionary Power: The President decides on administrative matters not covered in these rules.

42.8.2 Vice-President's Authority: In the President's absence, a Vice-President can make decisions on their behalf.

42.8.3 Acting in the Spirit of the Rules: The Court, President, and emergency arbitrator act in accordance with the Rules' spirit for matters not explicitly covered.

ARTICLE 43: EXPEDITED ARBITRATION PROCEDURE RULES

43.1 Application of the Expedited Procedure Rules

43.1.1 General Rules Apply: The main Rules apply to expedited arbitrations, unless specified otherwise.

43.1.2 Notification: The Secretariat informs parties when the Expedited Procedure Provisions take effect.

43.1.3 Opting Out: The Court can discontinue expedited procedures during arbitration, after consulting with the tribunal and parties. The tribunal remains in place unless the Court decides otherwise.

43.2 Constitution of the Arbitral Tribunal

43.2.1 Sole Arbitrator: The Court can appoint a sole arbitrator, despite any contrary provision in the arbitration agreement.

43.2.2 2. Nomination and Appointment:

- i. Parties can nominate a sole arbitrator within a set time limit.
- ii. If no nomination is made, the Court appoints the sole arbitrator promptly

43.3 Proceedings

43.3.1 New Claims: Parties can't make new claims without the arbitral tribunal's authorization

43.3.2 Case Management Conference: Must take place within 15 days of file transmission to the arbitral tribunal (extendable by the Court).

43.3.3 Procedural Measures: The arbitral tribunal has discretion to adopt procedural measures, including:

- i. Limiting document production
- ii. Restricting written submissions and witness evidence
- iii. Deciding the dispute based solely on documents, without a hearing or witness examination.

43.4 Award

43.4.1 Time Limit: The arbitral tribunal must render its final award within 6 months from the case management conference date. The Court may extend the time limit pursuant to Article 37.1.2 of the Rules.

43.4.2 Arbitral Tribunal Fees: Fees are fixed according to the expedited procedure scales outlined in these rules.

43.5 General Rule

43.5.1 In all matters concerning the expedited procedure not expressly provided for in these Rules, the Court and the arbitral tribunal shall act in the spirit of these Rules.

CHAPTER VI
HICA MEMBERSHIPS &
EMPANELMENT

ARTICLE 44: HICA MEMBERSHIPS & EMPANELMENT

44.1 Membership Types & Fees There shall be the following classes of external Members of HICA

- i. Honorary Members
- ii. ADR Panelist Members
- iii. ADR Attorney Members
- iv. Enterprise Members
- v. Individual Members
- vi. State & State Enterprise Membership

44.2 Honorary Members & Fee Structure

44.2.1 Honorary Members shall be those individuals who have distinguished themselves in the field of alternative dispute resolution and who are interested in the promotion of the aims and objectives of the Court and are appointed by the supervisory Board. Honorary Members shall be exempted from the payment of any Membership fee but will be entitled to receive all the requisite benefits of membership.

44.3 ADR Panelist Members & Fee Structure

44.3.1 Empanelment And Qualifications Of Neutrals

i. Judicial Panel Members

The judicial panel consists of retired judges and senior lawyers / Barristers from any country with at least 20 years of experience and expertise in ADR procedures and subject to payment of fee prescribed. The judicial panel provides the highest level of expertise on the subject . Judicial Panel services are the most recommended ones when the quantum of claim is high and the stakes involved are too much. Experience counts and that is what this panel offers. The idea is to include the highest level of experience from every sector so as to provide value with variety.

ii. Expert Panel Members

The expert panel consists of international professionals trained and certified on ADR practices from different domains and are empanelled

subject to a minimum 15 years of experience and payment of fee prescribed..

iii. Principal Panel Members

The Principal Panel consists of professionals trained/knowledgeable to be panelists. This panel is most recommended for low profile/low key or regular consignment cases that do not need specific experience or expertise. The special training imparted to these by helps and ensures effective dispute resolution. The Principal Panel empanelment is subject to a minimum 10 years of experience and payment of fee prescribed.

44.3.2 Fee Structure for Neutral to be empaneled

Term	Judicial Panel	Expert Panel	Principal Panel
1 Year	EUR 750	EUR 1000	EUR 1500
2 Year	EUR 1000	EUR 1500	EUR 2000
3 Year	EUR 1500	EUR 2000	EUR 3000
4 Year	EUR 2000	EUR 3000	EUR 4000
5 Year	EUR 3000	EUR 4000	EUR 6000
10 Year	EUR 4000	EUR 6000	EUR 8000

44.4 ADR Attorney Members & Fee Structure

44.4.1 Qualification: ADR Attorney Members shall be a legal professional / advocate / lawyer / licensed attorney in good standing with a minimum of 10 years of experience with a minimum of 12 hours of ADR training, including mediation and arbitration and have experience in ADR, including mediation and arbitration.

44.4.1 Fee Structure

Term	Fee in EUR
1 Year	EUR 1500

2 Year	EUR 2000
3 Year	EUR 3000
4 Year	EUR 4000
5 Year	EUR 6000
10 Year	EUR 8000

44.5 Enterprise Members & Fee Structure

44.5.1 Requirements and Qualifications

i. Any association, society, organization, company or firm of any country, interested in availing alternative dispute resolution services of HICA shall be eligible to be an Enterprise Member subject to payment of the membership fee with the following benefits

- a. Members are entitled to 20% reduction on the amount payable for usage of HICA venue halls.
- b. Members are further entitled to 20% concession for participation in all conferences, Meetings, Workshops and Seminars.
- c. The members shall get a 10% concession on all trainings provided by HICA The members shall be featured on the website.

44.5.2 Fee Structure

Term	Fee in EUR
1 Year	EUR 1000
2 Year	EUR 1500
3 Year	EUR 2000
4 Year	EUR 3000
5 Year	EUR 4000
10 Year	EUR 6000

44.6 Individual Members & Fee Structure

44.6.1 Requirements and Qualifications

Any individual of any nationality, interested in availing alternative dispute resolution services of HICA shall be eligible to be an individual member subject to payment of the membership fee. The benefits of membership are:

- i. Members are entitled to 20% reduction on the amount payable for usage of HICA venue halls.
- ii. Members are further entitled to 20% concession for participation in all conferences, Meetings, Workshops and Seminars.
- iii. The members shall get a 10% concession on all trainings provided by HICA

44.6.2 Fee Structure

Term	Fee in EUR
1 Year	EUR 300
2 Year	EUR 500
3 Year	EUR 700
4 Year	EUR 1000
5 Year	EUR 1200
10 Year	EUR 1600

44.7 State & State Enterprises Members & Fee Structure

44.2.1 State & shall be those who are interested in the promotion of the aims and objectives of the Court and interested in availing alternative dispute resolution services of HICA. State Members shall be exempted from the payment of any Membership fee but will be entitled to receive all the requisite benefits of membership.

44.2.2 State Enterprise Members or State run Public Sector Enterprises interested in availing alternative dispute resolution services of HICA shall be

eligible to be a State Enterprise Member subject to payment of the membership fee.

44.2.3 The following benefits apply to States & State Run Enterprises

- d. Members are entitled to 20% reduction on the amount payable for usage of HICA venue halls.
- e. Members are further entitled to 20% concession for participation in all conferences, Meetings, Workshops and Seminars.

44.8 Fee Structure (For State Enterprises)

Term	Fee in EUR
1 Year	EUR 1500
2 Year	EUR 2000
3 Year	EUR 3000
4 Year	EUR 4000
5 Year	EUR 6000
10 Year	EUR 8000

CHAPTER VII

ONLINE ALTERNATIVE DISPUTE RESOLUTION

ARTICLE 45: HICA ONLINE ADR

45.1 HICA may provide for online filing (e-filing) of claims and other pleadings and this facility shall come into force after necessary infrastructure is in place and functional and on a date that may be notified by the Secretariat.

45.2 The parties interested in online Arbitration should primarily get themselves registered online and will be assigned an encrypted password. HICA is not responsible for data protection/privacy of information submitted online.

45.3 The Claimant qualifying under Rules 45.1 and 45.2 supra would request the Secretariat for Online Arbitration or mediation. Such a request should contain a summary of the dispute along with a scanned copy of notice issued by the said party and a declaration that the documents that are to be relied upon by the party are not in dispute.

45.4 The Secretariat, may, at its discretion, permit online dispute resolution, after satisfying himself that the dispute can be resolved by a single arbitrator, without the physical presence of all the parties/ their counsels at one place, using simple and uncomplicated technologies of video conferencing facilities (internet based or otherwise), as may be determined by the Secretariat, from time to time, to enable interaction between the parties and the arbitrator.

45.5 If the Secretariat is convinced that the dispute referred to can be resolved online, he may write to the opposite party seeking his consent for the same. Such a communication should clearly detail the technical specifications of the facility that is to be installed by the party concerned to enable online dispute resolution.

45.6 Unless all the parties to the dispute agree for online dispute resolution, the Secretariat shall not give his consent for the same.

45.7 On obtaining the approval of the Secretariat, the notice of online Arbitration is deemed to have commenced.

45.8 Thereafter, the parties shall upload the data by scanning the pleadings and all the documents that are being relied upon. Each such pleading should bear the signature and seal of the party manual or digital. The documents that are relied upon should be duly notarized as true copy of the original or certified by their counsel that he has inspected the original with an undertaking to

produce the original for inspection to any person authorized by HICA and also whenever the same is demanded by the Tribunal or by the opposing party or parties for inspection.

45.9 The uploaded documents can be accessed and print-outs taken by the other parties using the dedicated encrypted password. Such downloaded documents would have an endorsement, “This document has been relied upon in Arbitration / Mediation Proceedings before the Tribunal and does not amount to be a certified copy.”

45.10 For the purpose of Online Arbitration, Rules of Chapter IV & V herein would apply.

45.11 The Tribunal shall, as much as possible, follow Rules of Chapter IV & V. However, if in the opinion of the Tribunal, online arbitration of the dispute is not feasible on account of practical or technical issues, that have to be resolved and/or that such a resolution may not happen unless the parties are physically present, he may, after issuing notice to the parties and the Secretariat, convert an arbitration into regular arbitration. Under such circumstances, either the Online Arbitrator so appointed may continue as the Arbitrator, or, depending upon the circumstances, the Secretariat may appoint any other arbitrator. In such an event, the cost and fee structure shall be determined in accordance with the Schedule of Fees & Costs of Arbitration & Mediation.

45.12 For online Arbitration / Mediation, the parties may agree to have a common seat of Arbitration; however, in the event of a dispute regarding the same, the Registrar may decide on the seat of Arbitration and such a decision is final and binding on the parties.

45.13 The Registrar may, at his discretion, permit online filing of pleadings and documents, including applications and affidavits in regular arbitration / mediation proceedings (not being online Arbitration), provided the Arbitrator / Mediator and all the parties agree to such a proposal of any of the parties.

CHAPTER VIII
MODEL MEDIATION &
ARBITRATION CLAUSES

ARTICLE 46: MODEL MEDIATION CLAUSES OF HICA

46.1 Parties wishing to use proceedings under the HICA Mediation Rules should consider choosing one of the clauses below, which cover different situations and needs. Parties are free to adapt the chosen clause to their particular circumstances. For instance, they may wish to specify the use of a settlement procedure other than mediation. Further, they may wish to stipulate the language and place of any mediation and/or arbitration proceedings. The notes below each clause are intended to help parties select the clause that best meets their specific requirements. At all times, care must be taken to avoid any risk of ambiguity in the drafting of the clause. Unclear wording causes uncertainty and delay and can hinder or even compromise the dispute resolution process. When incorporating any of these clauses in their contracts, parties are advised to take account of any factors that may affect their enforceability under applicable law.

46.2 Mediation - Model Clause

46.2.1 Clause A: Option to Choose HICA Rules

“The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the HICA Rules.”

***Notes:** By including this clause, the parties acknowledge that proceedings under the HICA Rules are available to them at any time. This clause does not commit the parties to do anything, but the presence of the clause is designed to remind them of the possibility of using mediation or some other settlement procedure at any time. In addition, it can provide a basis for one party to propose mediation to the other party. One or more parties may also ask the HICA for ADR for its assistance in this process.*

46.2.2 Clause B: Obligation to Choose HICA Rules

“The parties mutually agree that any dispute, controversy or claim arising out of or relating to this contract shall be referred to HAAART International Court of Arbitration for physical and or online mediation in accordance with the rules of the said institution as at present in force (HICA Rules).

In the event the parties are unable to resolve such dispute(s) within 14 days of commencement of the mediation, which time limit is extendable

by mutual agreement, they will be free to resort to any other form of dispute resolution as is available to them.

Both the parties authorize the Secretariat/registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Mediator or a panel of Mediators. The Mediation shall be in English Language and the seat of the Mediation shall be in _(City), _ (Country).”

Notes: *This clause creates an obligation to refer a dispute to proceedings under HICA Rules. It is designed to ensure that when a dispute arises, the parties will attempt to settle the dispute using proceedings under the Rules.*

46.3 MED-ARB - Model Clause

In case of any dispute, disagreement or claim arising between the parties concerning this agreement, the parties will attempt, in good faith to resolve such dispute, difference or controversy through mediation, as per HAAART International Court of Arbitration Rules (HICA RULES) as at present in force through a mediator/panel of mediators appointed by HAAART International Court of Arbitration (HICA).

Both parties authorize the registry/appointment committee of HICA to administer and settle the matter through mediation. Either parties shall send a mediation request through HICA to resolve the dispute within 14 days from date of the written/email invitation or such other duration as may be agreed upon by both the parties in writing. Any settlement reached in the course of mediation shall be referred to the arbitral panel appointed through the Court and may be made a consent award on agreed terms. Such award shall be final and binding on both the parties. If the mediation attempt fails or if the dispute has not been resolved by such mediation, the same shall be referred to HICA for Institutional Arbitration and shall be settled by physical and or online arbitration in accordance with the rules of the said institution as at present in force.

Both the parties agree to the rules of HICA and authorize the secretariat/registry/appointment committee of HICA to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in

English language and the seat of Arbitration shall be in (City), _ (Country).

46.4 Existing Disputes - Model Mediation Model Clause

A dispute having arisen between the parties concerning A, B of ____ and X,Y of ____, hereby agree that the dispute shall be referred to HAAART International Court of Arbitration for physical and or online mediation in accordance with the rules of HICA as at present in force. In the event the parties are unable to resolve such dispute(s) within 14 days of commencement of the mediation, which time limit is extendable by mutual agreement, they will be free to resort to any other form of dispute resolution as is available to them.

Both the parties authorize the Secretariat/registry/appointment committee of HICA (a nonprofit institutional international arbitration & mediation centre) to appoint sole Mediator or a panel of Mediators. The Mediation shall be in English Language and the seat of the Mediation shall be in __ (City), __ (Country).

ARTICLE 47: MODEL ARBITRATION CLAUSES OF HICA

47.1 International Arbitration - Model Clause

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be referred to HAAART International Court of Arbitration (HICA) for Institutional Arbitration and settled by physical and or online arbitration in accordance with the rules (HICA Rules) of the said Court as at present in force. Both the parties authorize the secretariat/registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in _ (City), _ (Country).

47.2 ARB-MED-ARB - Model Clause

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be referred to HAAART International Court of Arbitration (HICA) for Institutional Arbitration and settled by physical and or online arbitration in accordance with the rules of the said institution as at present in force. It is further agreed that following the commencement of arbitration, the parties will attempt, in good faith to resolve such dispute, difference or controversy through mediation, as per HAAART International Court of Arbitration Rules (HICA Rules) as at present in force through a mediator/panel of mediators appointed by HAAART International Court of Arbitration. Any settlement reached in course of mediation shall be referred to the arbitral panel appointed through the Centre and may be made a consent award on agreed terms. Such award shall be final and binding on both the parties.

Both the parties agree to the rules of HAAART International Court of Arbitration and authorize the secretariat/registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in ____language and the seat of Arbitration shall be in (City), _ (Country).

47.3 Existing Disputes - Arbitration Model Clause

A dispute having arisen between the parties concerning A, B of ____ and X,Y of ____, hereby agree that the dispute shall be referred to HAAART International Court of Arbitration for Institutional Arbitration and finally resolved by physical and or online arbitration in accordance with the rules of the said institution as at present in force.

Both the parties authorize the registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in __(City), __ (Country).

47.4 Model Clause for Non Members - For issuance of Notice for dispute to be referred to HAAART International Court of Arbitration

With in 7 days of the of the receipt of this notice, you are hereby called upon to agree for the matter to be referred to HAAART International Court of Arbitration (HICA) (a nonprofit institutional international arbitration & mediation centre) for appointment of arbitrator(s) and dispute finally be resolved by physical and or online arbitration in accordance with the rules of the said Court (HICA Rules) as at present in force. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in (City), _ (Country).

CHAPTER IX
HICA AID TO STATES

ARTICLE 48. HICA AID TO STATES THROUGH ADR

48.1 To meet the highest aim and objective of HAAART Foundation, HAAART International Court of Arbitration (HICA) commits to provide accessible, affordable, and effective dispute resolution services to states, with a focus on promoting peaceful conflict resolution, preventing wars, and addressing humanitarian crises. HICA aims to achieve the objective of promoting peace and justice through the following principles and guidelines.

48.2 Principles and Guidelines

48.2.1 Neutrality: Mediators remain impartial and neutral throughout the process.

48.2.2 Confidentiality: Mediation proceedings are confidential to promote open and honest communication.

48.2.3. Voluntary Participation: States participate voluntarily, and either party may withdraw at any time.

48.2.4. Good Faith: States engage in mediation in good faith, with a genuine intention to resolve the dispute.

48.2.5. Respect for Sovereignty: HICA respects the sovereignty and territorial integrity of each state.

ARTICLE 49: STATE DISPUTES TYPES ELIGIBLE FOR AID BY HICA

49.1 Territorial Disputes: Border disputes, maritime boundary disputes, and other territorial claims.

49.2 Trade and Economic Disputes: Trade agreements, investment disputes, and other economic conflicts.

49.3. Environmental Disputes: Transboundary environmental issues, climate change, and natural resource management.

49.4. Wars & Human Rights Disputes: Wars, Human rights violations, refugee crises, and humanitarian emergencies.

49.5 Security and defense disputes: Military conflicts, arms control, and national security issues.

ARTICLE 50. HICA AID & SPECIAL FEE CONSIDERATIONS

50.1 Complete Fee Waiver: Waiver of all fees, including administrative, mediator / arbitrator fees, for states volunteering to resolve disputes that involve humanitarian crises or the prevention/avoidance of wars and promoting peace.

50.2 Substantial Fee Reduction/Waiver: Reduction of administrative fees (Up to 100% discount) and facilitation of pro bono expert mediation for states volunteering to resolve territorial disputes, humanitarian crisis, international conflicts, or disputes between states through HICA

50.3. Tiered Fee Structure: Implementation of a tiered mediator / arbitrator fee structure, if in case lower fees are applied for states with lower GDPs or economic development, to ensure equal access to justice.

50.4 Flexible Payment Terms: Flexible payment terms, including installment payment plans or deferred payment options, to accommodate the financial constraints of states volunteering to resolve disputes.

50.5 No Security for Costs: Waiver of security for costs for states volunteering to resolve disputes, in recognition of their sovereign immunity and commitment to peaceful conflict resolution.

50.6 Additional Incentives

50.6.1 International Recognition: Public recognition and acknowledgement of states' commitment to peaceful conflict resolution through HAAART International Court of Arbitration.

50.6.2 Priority Access: Priority access to HAAART International Court of Arbitration's mediation and arbitration services for states volunteering to resolve disputes.

50.6.3. Capacity Building: Provision of capacity-building training and technical assistance to states volunteering to resolve disputes, to enhance their conflict resolution skills and capabilities.

50.7 Humanitarian Crisis Considerations

50.7.1 Expedited Proceedings: Expedited proceedings for disputes involving humanitarian crises, to ensure timely and effective conflict resolution.

50.7.2 Pro Bono Services: Provision of pro bono services, including mediation and arbitration, for states affected by humanitarian crises.

50.8 Prevention/Avoidance of Wars Considerations

50.8.1 Preventive Diplomacy: Provision of preventive diplomacy services, including mediation and arbitration, to prevent the escalation of conflicts into wars.

50.8.2 Early Intervention: Early intervention mechanisms to prevent the outbreak of wars, including emergency mediation and arbitration services.

50.8.3 Post-Conflict Reconstruction: Support for post-conflict reconstruction efforts, including mediation and arbitration services to resolve disputes arising from the conflict.

50.8.4 Enhancing cooperation: Enhancing cooperation and collaboration between states.

CHAPTER X

HICA OPERATIONAL SCHEDULES

HICA OPERATIONAL SCHEDULES SERIES

SCHEDULE 1: ARBITRATION / MEDIATION AUTHORIZATION

I/We, Mr./Miss/Mrs/ M/s..... do hereby authorize HAAART International Court of Arbitration (hereinafter referred to as HICA) to appoint/terminate an arbitrator/ a panel of arbitrators/mediators and regulate the arbitration/mediation/ conciliation proceedings in the matter of based on the understanding/ agreement entered into between the aforementioned parties. I/we authorize you to do any or all of the following on my/our behalf:

- 1. To appoint/terminate an arbitrator/a panel of arbitrators on my behalf in the aforementioned matter.
- 2. To send notice to/ notify the parties regarding the initiation of arbitration or any relevant details post-initiation
- 3. To decide upon the place of arbitration in agreement with the parties

I/We do hereby agree to ratify and confirm all acts done by HICA or its authorized representative in the matter as my/our own acts, as if done by me/us to all intents and purposes.

Signature of Party/Parties:

.....

Place..... Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :
Designation :
Signature of the Authorized Person :
Seal :

**SCHEDULE 2: JOINT AUTHORIZATION FOR ARBITRATION /
MEDIATION**

We hereby agree that the dispute, which has arisen between us in respect of our contract.....
dated..... is hereby referred to Arbitration/Mediation/Conciliation in accordance to appoint/terminate an arbitrator/a panel of arbitrators on my behalf in the aforementioned matter.

We do hereby agree to ratify and confirm all acts done by the HAAART International Court of Arbitration (hereinafter referred to as HICA) or its authorized representative in the matter as our own acts, as if done by us to all intents and purposes.

Signature of Party/Parties:

.....
Place..... Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :
Designation :
Signature of the Authorized Person :
Seal :

**SCHEDULE 3: JOINT AUTHORIZATION FOR FAST TRACK
ARBITRATION / MEDIATION**

The parties desire to resolve their disputes through HAAART International Court of Arbitration (hereinafter referred to as HICA) following its Summary Procedure.

WHEREAS the parties hereby undertake to dispense with the requirement of oral evidence and agree that the Arbitration Proceedings be held on the basis of documents only.

WHEREAS the parties hereby waive their right to present oral evidence and agree that the award made by HICA following the Summary Procedure of the Centre shall be final and binding on the parties.

AND WHEREAS the parties hereby undertake to strictly adhere to the time schedule drawn up for the hearing under the Summary Procedure. The Parties hereby agree to ratify and confirm all acts done by HICA or its authorized representative in the matter as our own acts, as if done by us to all intents and purposes.

Signature of Party/Parties:

.....
Place..... Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :
Designation :
Signature of the Authorized Person :
Seal :

**SCHEDULE 4: CASE SUBMISSION FOR ADR THROUGH
ARBITRATION/MEDIATION**

DISPUTE TYPE

Arbitration []

Mediation []

Conciliation []

Other []

DISPUTE SUB TYPE

Domestic []

International []

PREFERRED TYPE OF NEUTRALS

Judicial Panel []

Expert panel []

Principal panel []

Any []

REQUESTED RESOLUTION CENTRE

Country.....

State.....

City.....

1) PARTICULARS OF CLAIMANT(S)

a) Name.....

b)
Address.....
.....
.....

c) Correspondence address for communication (if different).....
.....

d) Email id/s

e) Telephone Nos. (Country code, local code and No.).....

f) Mobile Nos., if any (Country code, local code and No.).....

g) Name of the Counsel (If engaged)

h) Email Id of the Counsel

i) Mobile No of the Counsel

2) PARTICULARS OF AUTHORISED REPRESENTATIVE/S OF CLAIMANT/S (IF ANY)

a) Name.....

b)
Address.....
.....
.....

c) Correspondence address for communication (if different).....
.....
.....

d) Email id/s

e) Telephone Nos. (Country code, local code and No.).....

f) Mobile Nos., if any (Country code, local code and No.).....

3) PARTICULARS OF RESPONDENT/S

- a) Name.....
- b) Address.....
.....
- c) Correspondence address for communication (if different).....
.....
- d) Email id/s
- e) Telephone Nos. (Country code, local code and No.).....
- f) Mobile Nos., if any (Country code, local code and No.).....
- g) Name of the Counsel (If engaged)
.....
- h) Email Id of the Counsel
-
- i) Mobile No of the Counsel
.....

4) PARTICULARS OF AUTHORISED REPRESENTATIVE/S OF RESPONDENTT/S (IF ANY)

- a) Name.....
- b) Address.....
- c) Correspondence address for communication (if different).....
- d) Email id/s

- e) Telephone Nos. (With Country & local code).....
- f) Mobile Nos. (With Country & local code).....

5) NATURE OF DISPUTE:

Admiralty & Maritime Law	Entertainment, TV & Movies	Maritime Shipping
Agency & Distribution and Franchising	Environmental	Markets & Investments
Agriculture & Food Processing	Estate Planning	Medical, Pharma & Healthcare
Antitrust & Trade Regulation	Family & Divorce	Miscellaneous
Aviation & Space	Finance Banking	Motor Vehicles
Banking & Finance	Hotel & Tourism Industry	Oil, Petroleum and Gas
Child Laws	Human Rights	Power Energy
Civil	Immigration	Pre Negotiated Services
Commercial,	Business & Industry Information Technology	Real Estate & Construction
Computer Software	Insolvency and Bankruptcy	Regulation
Constitutional & Government	Insurance	Securities
Construction	Intellectual Property	Startup & Registrations

Consumer, Product & Service Liability	International Investments	Steel, Mining & Quarrying
Contract & Drafting	International Law	Taxation
Corporate & Regulatory	IP, Trademark & Copyright	Telecommunications
Criminal Law	IT, Media & Telecom	Textile/Jute Industry
Employment, Labor & Service	Joint Ventures	Transport
Engineering/Technical	Leisure & Tourism	Other

6) STATEMENT OF FACTS

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

(Please attach a separate A4 sheet if the matter cannot be summarised in the above lines)

7) CLAIMS: (ARRANGE IN ORDER WITH DETAILS)

.....
.....
.....
.....
.....
.....
.....

8) MONETARY VALUE OF THE CLAIM

In Figures:

In words

9) SESSION INFORMATION

Requested Session Dates.....

Estimated Session Duration.....

10) INSTRUCTIONS

If you wish to proceed with an arbitration by executing and serving a Demand for Arbitration on the appropriate party, please submit the following items to HAAART International Court of Arbitration (hereinafter referred to as HICA) with the requested number of copies:

- a)** Demand for Arbitration (2 Copies)
- b)** Proof of Service of Demand on the Appropriate Party (2 copies)
- c)** Entire Contract Containing the Arbitration Clause (2 copies)

To the extent there are any court orders or stipulations relevant to this arbitration demand, e.g. an order compelling arbitration, please also include two copies.

- d)** Administrative Fees

(As per HICA Arbitration / Mediation Fees Schedule)

11) AUTHORIZATION

I/We, do hereby authorize HICA to appoint/terminate an arbitrator/ a panel of arbitrators and regulate the arbitration proceedings in the above matter based on the agreement entered into between the aforementioned parties.

I/we state that I/we have read and understood the Arbitration, Mediation and Conciliation Rules of HICA and undertake to abide by the same and declare that they indemnify the Centre, its officers, staff, Executive Board members, Executives and the Mediator/s as per HICA Rules and undertake to pay the fees of the Centre and the Mediator. I/We do hereby agree to ratify and confirm all acts done by HICA or its authorized representative in the matter as my/our own acts, as if done by me/us to all intents and purposes.

Signature of Applicant:

Place.....

Date.....

Signature of Party/Parties:

.....

.....

Place.....

Date.....

For HAAART International Court of Arbitration (HICA)

Date Of Registration Of The Dispute:

Nature Of ADR: Mediation / Conciliation / Collaborative Settlement

Name Of The Neutral.....

Coordinates Of The Neutral.....

Category Of The Neutral.....

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Seal :

**SCHEDULE 5: RESPONSE SUBMISSION FOR ADR THROUGH
ARBITRATION/MEDIATION/CONCILIATION.**

CASE TYPE

Arbitration []

Mediation []

Conciliation []

Other []

1) PARTICULARS OF RESPONDENT(S)

a) Name.....

b) Address.....
.....

c) Correspondence address for communication (if different).....
.....

d) Email Id's

e) Telephone Nos. (With Country & Local Code)

f) Mobile Nos. (With Country & Local Code)

g) Name of the Counsel (If engaged)
.....

h) Email Id of the Counsel.....

i) Mobile No of the Counsel

**2) PARTICULARS OF AUTHORISED REPRESENTATIVE/S OF
RESPONDENT/S (IF ANY)**

a) Name.....

b) Address.....

.....

c) Correspondence address for communication (if different).....
.....

d) Email Id’s

e) Telephone Nos. (With Country & Local Code)

f) Mobile Nos. (With Country & Local Code)

3) FACTS IN RESPONSE

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

...(Please attach a separate A4 sheet if the matter cannot be summarised in the above lines

4) RESPONSE TO ISSUES RAISED BY CLAIMANT/S

.....
.....
.....
.....
.....
.....

5) SPECIFIC REPLY TO STATEMENTS OF JURISDICTION

(Along with comments, if any, in response to any statements contained in the notice of Arbitration or any comment with respect to the matters covered in such rules)

6) SPECIFIC RESPONSE TO CLAIMS

.....
.....
.....
.....
.....

7) LIST OF DOCUMENTS

8) LIST OF WITNESSES

9) STATEMENT OF COUNTERCLAIM, IF ANY

a) Counter relief claimed

b) Amount of counterclaim (if quantified)

c) Interim relief, if any

d) Statement of legal costs

e) List of Documents

10) LIST OF AUTHORITIES CITED/ RELIED

11) NOMINATION OF ARBITRATOR/S (Response to Claimant’s nomination, if any)

I/We, do hereby authorize HICA to appoint/terminate an arbitrator/ a panel of arbitrators and regulate the arbitration proceedings in the above matter based on the agreement entered into between the aforementioned parties.

I/we state that I/we have read and understood the Arbitration, Mediation and Conciliation Rules of HICA and undertake to abide by the same and declare that they indemnify the Centre, its officers, staff, Executive Board members, Executives and the Mediator/s as per HICA Rules and undertake to pay the fees of the Centre and the Mediator. I/We do hereby agree to ratify and confirm all acts done by HICA or its authorized representative in the matter as my/our own acts, as if done by me/us to all intents and purposes.

Signature of Party/Parties:

.....
Place..... Date.....

For HAAART International Court of Arbitration (HICA)

Date Of Registration Of The Dispute:
Nature Of ADR: Mediation / Conciliation / Collaborative Settlement
Name Of The Neutral.....
Coordinates Of The Neutral.....
Category Of The Neutral.....
Name of the Authorized Person :
Designation :
Signature of the Authorized Person :
Seal :

SCHEDULE 6: COUNSEL ENGAGEMENT AUTHORIZATION

BEFORE HAAART INTERNATIONAL COURT OF ARBITRATION

NO. _____ OF 20_____

Claimant/ Complainant

|Vs. |

Respondent/Opposite Party

I/We,the Claimant/
Respondent No._____ before HAAART International Court of Arbitration
(hereinafter referred to as HICA) in the above matter do hereby appoint
Mr./Ms./Dr./M/s.....
..... Advocate/ Counsel/
Authorized Representative to represent me/us and act, appear, plead and do
all such as acts as I/ we may instruct him/her/them to do on my/ our behalf
in the aforesaid matter from time to time. I/ We agree to ratify and confirm all
lawful acts done on my/ our behalf by the authorized representative/s named
hereinabove.

I/ We hereby declare that the above authorization has been validly made and
executed as required under the applicable law to which I/ we are subject and
further that if, by inadvertence or by mistake of law or fact, the authorization is
found wanting in respect of any necessary act that was supposed to have been
carried out to validate the authorization so made by me/ us supra, I/ we shall
carry out such act/sat the earliest after it is brought to my/ our notice and for
all purposes, the authorization executed above shall be deemed to have been
validly made and effective from the date of execution of this authorization,
notwithstanding that at the time of its execution, it was not validly made, but
has since been validated.

I/ We enclose herewith the appropriate and necessary instruments conferring authority on the above persons, executed under the applicable law to which I/We are subject

_____ (Signature
of Party(s) along with appropriate seal, if any, and address)

Accepted By

Attorney(s)/Counsel(s) Name :

Firm Name (If Any) :

Email Id :

Mobile No :

Address for Service :

Attorney / Counsel For :

Date :

Place :

SCHEDULE 7: NOTICE OF APPOINTMENT OF ARBITRATOR

This is to notify to you that in the dispute between
.....which was referred for arbitration via
agreement dated..... between both the parties, an arbitrator
named..... has been
appointed by HAAART International Court of Arbitration (hereinafter referred to
as HICA) on behalf of
.....

Please be informed that the aforementioned arbitrator has no interest associated in the matter and in case you have any objections with respect to the aforementioned appointment or any doubt as to the independence of the arbitrator, it must be raised within 15 days of the receipt of this notice by sending the content and nature of objection in writing to HICA as well as the other party concerned. In case a party/ any of the parties do not object to the appointment in the aforementioned manner within the aforementioned period, the party/parties shall be deemed to have accepted the appointment and no objection can then be raised at a later stage except upon new facts discovered.

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Seal :

SCHEDULE 8: APPLICATION FOR MEMBERSHIP (ENTERPRISE)

I/We wish to join HAAART International Court of Arbitration as

Annual State Enterprise Member

Annual Enterprise

Our particulars are as follows:

1. Name of the Enterprise (Company/Organization/Trust etc) In Block Letters.....

.....

2. Nature of the Enterprise (E.g. Ltd/Pvt Ltd/Partnership etc)

.....

3. Kind of Organization (Manufacturing, Trading, Charitable etc.)

.....

4. Name of Chief Executive Officer / Director

.....

.....

a. Telephone No.....

b. Fax No.....

c. Email.....

5. Address.....

a. Telephone No.....

b. Fax No.....

c. Email.....

6. Area(s) of Engagement:

Admiralty & Maritime Law	Entertainment, TV & Movies	Maritime Shipping
Agency & Distribution and Franchising	Environmental	Markets & Investments
Agriculture & Food Processing	Estate Planning	Medical, Pharma & Healthcare
Antitrust & Trade Regulation	Family & Divorce	Miscellaneous
Aviation & Space	Finance Banking	Motor Vehicles
Banking & Finance	Hotel & Tourism Industry	Oil, Petroleum and Gas
Child Laws	Human Rights	Power Energy
Civil	Immigration	Pre Negotiated Services
Commercial,	Business & Industry Information Technology	Real Estate & Construction
Computer Software	Insolvency and Bankruptcy	Regulation
Constitutional & Government	Insurance	Securities
Construction	Intellectual Property	Startup & Registrations
Consumer, Product & Service Liability	International Investments	Steel, Mining & Quarrying
Contract & Drafting	International Law	Taxation
Corporate & Regulatory	IP, Trademark & Copyright	Telecommunications
Criminal Law	IT, Media & Telecom	Textile/Jute Industry
Employment, Labor & Service	Joint Ventures	Transport
Engineering/Technical	Leisure & Tourism	Other

7. Main Line of Business

8. Latest Annual Turnover

9. Any Other Information that Applicant wishes to give:

.....

a. .No. of Employees (Approx.).....

b. Year of Establishment.....

I/We agree to abide by the Rules and Regulations of the HAAART International Court of Arbitration. I/We enclose a draft/cheque/Reference No.For EUR.....

..... being the [] Annual State Enterprise Life Membership [] Annual Enterprise Membership fee.

For Enterprise

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Place.....

Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Seal :

SCHEDULE 9: APPLICATION FOR MEMBERSHIP (INDIVIDUAL)

I/We wish to join HAAART International Court of Arbitration as

Individual Member (Term)

Individual Annual Member

Our particulars are as follows:

1. Name In Block Letters (as per passport).

.....
.....

2. S/D/W of Name In Block Letters.

.....

3. Occupation.....

4. Nationality.....

5. Date of Birth.....

6. Education/Professional Qualifications (Graduation Onwards).....

.....

7. Office Address

.....
.....

a. Telephone No.....

b. Fax No.....

8. Residence Address

.....
.....

9. I would like to receive my mail at the Office/Residence Address

.....
.....

10. Area(s) of Engagement:

Admiralty & Maritime Law	Entertainment, TV & Movies	Maritime Shipping
Agency & Distribution and Franchising	Environmental	Markets & Investments
Agriculture & Food Processing	Estate Planning	Medical, Pharma & Healthcare
Antitrust & Trade Regulation	Family & Divorce	Miscellaneous
Aviation & Space	Finance Banking	Motor Vehicles
Banking & Finance	Hotel & Tourism Industry	Oil, Petroleum and Gas
Child Laws	Human Rights	Power Energy
Civil	Immigration	Pre Negotiated Services
Commercial,	Business & Industry Information Technology	Real Estate & Construction
Computer Software	Insolvency and Bankruptcy	Regulation
Constitutional & Government	Insurance	Securities
Construction	Intellectual Property	Startup & Registrations
Consumer, Product & Service Liability	International Investments	Steel, Mining & Quarrying
Contract & Drafting	International Law	Taxation

Corporate & Regulatory	IP, Trademark & Copyright	Telecommunications
Criminal Law	IT, Media & Telecom	Textile/Jute Industry
Employment, Labor & Service	Joint Ventures	Transport
Engineering/Technical	Leisure & Tourism	Other

10. Any Other Information that Applicant wishes to give:

.....

I/We agree to abide by the Rules and Regulations of the HAAART International Court of Arbitration. I/We enclose a draft/cheque/Reference No.For EUR

.....
 being [] Individual Term/Annual Membership

Signature of Applicant:

.....

Place.....

Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Seal :

SCHEDULE 10: PANELIST CONSENT FOR ADR

A. I, Mr./Miss/Mrs.....
Arbitrator/Mediator/Conciliator, do hereby provide my consent to serve as:

[] Arbitrator : Solo/Panellist on a panel with members.

[] Mediator: Solo/Panellist on a panel with members.

[] Conciliator: Solo/Panellist on a panel with members. for HAAART International Court of Arbitration (hereinafter referred to as HICA) in the matter of
..... Case Nobased on the agreement entered into between the aforementioned parties and based on their association with HICA.

B. I undertake that I shall be available and present as per the dates assigned by HICA in the above-mentioned matter.

C. I shall at all instances be fair and impartial during the hearings and take all necessary actions to avoid delay in the disposition of proceedings.

D. I shall conduct the arbitration proceedings in conformity and consonance with the procedure laid down by the Arbitration and Conciliation Act, 1996 and the HICA Mediation/Arbitration/Conciliation Rules, as and when applicable.

E. I hereby undertake and attest that I do not have any personal/pecuniary/fiduciary/ financial/other interest in the outcome of the aforementioned matter; nor am I acquainted with any of the parties.

F. I understand and agree that I shall not entertain any direct communication (oral or written) with any of the aforementioned parties or their acquaintances or affiliates or any other person who might have any interest in the matter other than the date assigned for the arbitration hearing.

G. I hereby undertake that in the event of my unavailability for 3 consecutive assigned dates of arbitration or the disclosure of any interest in the aforementioned matter, HICA shall have the right to terminate my appointment in the aforementioned case and appoint someone else at the same time initiating a probe into the reason for absence or non-disclosure of interest.

Signature of Mediator/Conciliator/Arbitrator(s):

Name.....
Signature.....
Place.....
Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Seal :

SCHEDULE 11: PANELIST CONSENT TO TRIBUNAL FEES

The Panellist consents to the deduction of administrative/processing charges out of the Panellist/Arbitrator Fee received from the claimant/respondent to the institution's account on behalf of the Panellist/Arbitrator as below:

A. Expert panel and Principal panel Arbitrator/Mediator

In the event the arbitrator/mediator of Expert panel and Principal panel is handed over a case by the arbitral institution, such arbitrator/mediator (qualification as per the norms established by the arbitral institution) shall be bound to follow the HICA FEES SCHEDULE (Arbitration/Mediation, as the case may be) and shall in no case be allowed to deviate from the established fee structure unless a different written agreement is entered into by the parties.

The arbitral institution shall be entitled to 5% of the arbitrator/mediator fees as liable to be charged based upon the HICA FEES SCHEDULE. There shall be no other charges levied by the arbitral institution upon the panellist.

B. Judicial panel arbitrator/mediator

In the event, the Arbitrator/Mediator of the Judicial panel is handed over a case by the arbitral institution, the fees to be levied upon shall be decided by the arbitrator/mediator in agreement with the arbitral institution as per HICA ARBITRATION & MEDIATION FEES SCHEDULE. The arbitral institution shall be entitled to 5% of the arbitrator/mediator fees charged by the Judicial panel arbitrator. There shall be no other charges levied by the arbitral institution upon the panellist.

IN WITNESS WHEREOF, the undersigned do hereby agree to the terms set forth above as evidenced by their signatures below.

ARBITRATOR/MEDIATOR Name	HAAART International Court of Arbitration)
Signature and Seal	Signature and Seal
Date	Date

SCHEDULE 12: PANELIST MEMBERSHIP APPLICATION

A. I hereby apply & provide my consent be a Panelist Member and serve as:

Arbitrator Mediator Conciliator

for HAAART International Court of Arbitration (hereinafter referred to as HICA) under

Domestic International Both

Judicial Panel Expert Panel Principle Panel

My personal details are as follows:

a. Name (In Block Letters)

b. Father/ Husband Name (In Block Letters).....
.....

c. Occupation.....

d. Nationality.....

e. Date of Birth.....

f. Marital Status.....

g. Office Address.....

.City.....State.....Country.....

h. Telephone No.....

i. Fax No.....

j. Residence Address

.....

k. I would like to receive my mail on Office/Residence Address.....
.....

l. Professional Experience.....

m. Organizational Membership (If any).....

n. Field of Specification: (Please Tick Max 10)

Admiralty & Maritime Law	Entertainment, TV & Movies	Maritime Shipping
Agency & Distribution and Franchising	Environmental	Markets & Investments
Agriculture & Food Processing	Estate Planning	Medical, Pharma & Healthcare
Antitrust & Trade Regulation	Family & Divorce	Miscellaneous
Aviation & Space	Finance Banking	Motor Vehicles
Banking & Finance	Hotel & Tourism Industry	Oil, Petroleum and Gas
Child Laws	Human Rights	Power Energy
Civil	Immigration	Pre Negotiated Services
Commercial,	Business & Industry Information Technology	Real Estate & Construction
Computer Software	Insolvency and Bankruptcy	Regulation
Constitutional & Government	Insurance	Securities
Construction	Intellectual Property	Startup & Registrations
Consumer, Product & Service Liability	International Investments	Steel, Mining & Quarrying
Contract & Drafting	International Law	Taxation

Corporate & Regulatory	IP, Trademark & Copyright	Telecommunications
Criminal Law	IT, Media & Telecom	Textile/Jute Industry
Employment, Labor & Service	Joint Ventures	Transport
Engineering/Technical	Leisure & Tourism	Other

p. Experience of ADR

.....

q. Courses Taken on Arbitration (If Any)

.....

r. Publications (If Any)

.....

s. Any Other Information that the applicant wishes to give:

.....

B. I understand and agree that the HICA centre may, in accordance with the HICA Mediation/Arbitration/Conciliation Rules (as applicable), appoint me as sole arbitrator/mediator or on a panel of arbitrators/mediators in any matter that it deems fit and suitable.

C. I hereby undertake that I shall disclose any personal/pecuniary/fiduciary/financial/other interest in any matter referred to me through or by HAAART International Court of Arbitration

D. I hereby intimate upon my availability on request for arbitration /mediation /conciliation at the following locations in the following order of priority:

Country.....State.....City.....

Country.....State.....City.....

E. I have gone through the HICA Mediation/Arbitration/Conciliation Rules as well as the HICA Fee Structure and agree to be bound by the terms and conditions mentioned therein.

F. I understand and agree that this consent form gives me no right/claim towards being an arbitrator/mediator in a particular case or a particular matter unless assigned to me by HICA Centre or any person authorized in this matter by HICA.

G. I understand and agree that I shall not enter into any agreement or serve independently as a mediator/conciliator/arbitrator unless agreed upon by HICA.

H. I agree to abide by the Rules and Regulations of the HICA. I enclose a draft/cheque No..... for EUR being the Panelist Membership fee.

Signature of Party/Parties:

.....

Place..... Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Seal :

SCHEDULE 13: CONSENT TO BE A PANELIST

A. I hereby apply & provide my consent be a Panelist Member and serve as:

Arbitrator Mediator Conciliator

for HAAART International Court of Arbitration (hereinafter referred to as HICA) under

Domestic International Both

Judicial Panel Expert Panel Principal Panel

My personal details are as follows:

- a. Name (In Block Letters)
- b. Father/ Husband Name (In Block Letters).....
.....
- c. Occupation.....
- d. Nationality.....
- e. Date of Birth.....
- f. Marital Status.....
- g. Office Address.....
- h. City.....State.....Country.....
- i. Telephone No.....
- j. Fax No.....

B. I understand and agree that the HICA centre may, in accordance with the HICA Mediation/Arbitration/Conciliation Rules (as applicable), appoint me as sole arbitrator/mediator or on a panel of arbitrators/mediators in any matter that it deems fit and suitable.

C. I hereby undertake that I shall disclose any personal/pecuniary/fiduciary/ financial/other interest in any matter referred to me through or by HAAART International Court of Arbitration

D. I hereby intimate upon my availability on request for arbitration /mediation /conciliation at the following locations in the following order of priority:

Country.....State.....City.....

Country.....State.....City.....

E. I have gone through the HICA Mediation/Arbitration/Conciliation Rules as well as the HICA Fee Structure and agree to be bound by the terms and conditions mentioned therein.

F. I understand and agree that this consent form gives me no right/claim towards being an arbitrator/mediator in a particular case or a particular matter unless assigned to me by HICA Centre or any person authorized in this matter by HICA.

G. I understand and agree that I shall not enter into any agreement or serve independently as a mediator/conciliator/arbitrator unless agreed upon by HICA.

Signature of Party/Parties:

.....
Place..... Date.....

For HAAART International Court of Arbitration (HICA)

Name of the Authorized Person :

Designation :

Signature of the Authorized Person :

Seal :

SCHEDULE 14: HICA MEDIATION FEE & COSTS SCHEDULE
(SEE ARTICLE 29 OF HICA RULES)

29.1 Filing Fee: Each Request pursuant to the Rules must be accompanied by a filing fee of EUR 2,000. The filing fee is non-refundable and shall be credited towards the deposit of the party or parties having filed the Request.

29.2 Administrative Expenses:

29.2.1 The administrative expenses of the HICA for the proceedings shall be fixed at the Court's discretion depending on the tasks carried out by the Court and shall normally not exceed the following:

Administrative Fee in EUR	Quantum of Claim in EUR
EUR 3,000	for amounts in dispute up to and including EUR 200,000
EUR 6,000	for amounts in dispute between EUR 200,001 and EUR 2,000,000
EUR 12,000	for amounts in dispute between EUR 2,000,001 and EUR 10,000,001
EUR 18,000	for amounts in dispute between EUR 10,000,001 and EUR 50,000,000
EUR 24,000	for amounts in dispute between EUR 50,000,001 and EUR 100,000,000
EUR 30,000	for amounts in dispute over EUR 100,000,000

29.2.2 Where the amount in dispute is not stated, the administrative expenses may be fixed by the Court at its discretion, taking into account all the circumstances of the case, including indications regarding the value of the dispute, but they shall normally not exceed EUR 30,000.

29.2.3 In exceptional circumstances, the Court may fix the administrative expenses at a higher figure than that which would result from the application

of the above scale, provided that the Court shall inform the parties of such possibility beforehand and shall normally not exceed the maximum amount for administrative expenses foreseen in the scale.

29.2.4 The Court may require the payment of administrative expenses in addition to those provided in the scale described in Article 29.2.1 of this schedule as a condition for holding the proceedings in abeyance at the request of the parties or of one of them with the acquiescence of the other. Such abeyance fee shall normally not exceed EUR 1,000 per party per year.

29.2.5 Travel, Boarding & Lodging Charges

- i. Local Sitting :Travelling allowance of EUR 100 per sitting.
- ii. Outstation Sitting : Actuals by Air and out-of-pocket expenses at actuals for boarding, lodging and local transport subject to maximum of EUR 500 per day.

29.2.6 Charges For Facilities

- i. Venue Charges: HICA venue: EUR 400 per session
- ii. Wi-Fi Charges: EUR 50 per session
- iii. Documentation Camera charges: EUR 100 for 2 hours
- iv. Stenographic service charges (optional): EUR 100

29.2.7 Fee Payment Schedule

- i. Registration Charges : To be paid by the Initiating Party at the time of filing of Request.
- ii. Mediator & Administrative Fee: Once the mediator is appointed, the initiating party shall make a deposit of 2 sessions of mediator fee and administrative fee.
- iii. If the mediation is abandoned due the absence of the opposite party or due to non-agreement in the first session itself, the balance amount will be refunded to the initiating party.
- iv. After the first session, both parties shall always keep a deposit of mediator and administrative fee of 2 sessions in advance. After the conclusion of the mediation, the amount will be settled.

ARTICLE 30: MEDIATOR'S FEES AND EXPENSES

30.1 Unless otherwise agreed by the parties and the Mediator, the fees of the Mediator shall be calculated on the basis of the time reasonably spent by the Mediator in the proceedings. These fees shall be based on an hourly rate fixed by the Court when appointing or confirming the Mediator and after having consulted the Mediator and the parties. The hourly rate shall be reasonable in amount and shall be determined in light of the complexity of the dispute and any other relevant circumstances.

30.2 If agreed by the parties and the Mediator, the Court may fix the Mediator's fees on the basis of a single fixed fee for the whole proceedings, rather than an hourly rate. The single fixed fee shall be reasonable in amount and shall be determined in light of the complexity of the dispute, the amount of work that the parties and the Mediator anticipate will be required of the Mediator, and any other relevant circumstances. The Court, at its discretion, may increase or decrease the amount of the single fixed fee based upon a reasoned request of a party or the Mediator. Prior to increasing or decreasing the single fixed fee, the Court shall invite observations from all parties and the Mediator.

30.3 The mediator may opt to follow the below HICA model mediation fee:

Mediator Fee in EUR	Quantum of Claim in EUR
Per Session Fee: EUR 300 Max Total Fee: EUR 3000	for amounts in dispute up to and including EUR 200,000
Per Session Fee: EUR 600 Max Total Fee: EUR 6000	for amounts in dispute between EUR 200,001 and EUR 2,000,000
Per Session Fee: EUR 1200 Max Total Fee: EUR 12,000	for amounts in dispute between EUR 200,001 and EUR 2,000,000
Per Session Fee: EUR 1800 Max Total Fee: EUR 18000	for amounts in dispute between EUR 10,000,001 and EUR 50,000,000
Per Session Fee: EUR 2400 Max Total Fee: EUR 24000	for amounts in dispute between EUR 50,000,001 and EUR 100,000,000
Per Session Fee: EUR 3000 Max Total Fee: EUR 30000	for amounts in dispute over EUR 100,000,000

SCHEDULE 15: HICA ARBITRATION FEE & COSTS SCHEDULE
(SEE ARTICLE 40 OF HICA RULES)

40.1 Filing Fee

40.1.1 Each Request pursuant to the Rules must be accompanied by a filing fee of EUR 3,000. The filing fee is non-refundable and shall be credited towards the deposit of the party or parties having filed the Request.

40.2 Filing of Applications

40.2.1 Fee for filing of applications for the purposes Interpretation, correction or additional Award shall be EUR 200 per application per party.

40.3 Administrative Fee

Administrative Fee in EUR	Quantum of Claim in EUR
EUR 3,000	for amounts in dispute up to and including EUR 200,000
EUR 6,000	for amounts in dispute between EUR 200,001 and EUR 2,000,000
EUR 12,000	for amounts in dispute between EUR 2,000,001 and EUR 10,000,001
EUR 18,000	for amounts in dispute between EUR 10,000,001 and EUR 50,000,000
EUR 24,000	for amounts in dispute between EUR 50,000,001 and EUR 100,000,000
EUR 30,000	for amounts in dispute over EUR 100,000,000

40.4 Arbitrator Fee

Quantum of Claim in EUR	Principal Arbitrator Fee in EUR	Expert Arbitrator Fee in EUR	Judicial Arbitrator Fee in EUR
for amounts in dispute up to and including EUR 200,000	Per Session Fee: EUR 300 Max Total Fee: EUR 3000	Per Session Fee: EUR 500 Max Total Fee: EUR 5000	Per Session Fee: EUR 700 Max Total Fee: EUR 7000
for amounts in dispute between EUR 200,001 and EUR 2,000,000	Per Session Fee: EUR 600 Max Total Fee: EUR 6000	Per Session Fee: EUR 900 Max Total Fee: EUR 9000	Per Session Fee: EUR 1200 Max Total Fee: EUR 12000
for amounts in dispute between EUR 2,000,001 and EUR 10,000,001	Per Session Fee: EUR 1200 Max Total Fee: EUR 12,000 + 0.5% of amount exceeding EUR 200,001	Per Session Fee: EUR 1500 Max Total Fee: EUR 15,000 + 1% of amount exceeding EUR 200,001	Per Session Fee: EUR 1800 Max Total Fee: EUR 18,000 + 2% of amount exceeding EUR 200,001
for amounts in dispute between EUR 10,000,001 and EUR 50,000,000	Per Session Fee: EUR 1800 Max Total Fee: EUR 18000 + 0.25% of amount exceeding EUR 10,000,001	Per Session Fee: EUR 2100 Max Total Fee: EUR 21000 + 0.5% of amount exceeding EUR 10,000,001	Per Session Fee: EUR 2400 Max Total Fee: EUR 24000 + 1% of amount exceeding EUR 10,000,001
for amounts in dispute between EUR 50,000,001 and EUR 100,000,000	Per Session Fee: EUR 2400 Max Total Fee: EUR 24000 + 0.125% of amount exceeding EUR 50,000,001	Per Session Fee: EUR 2700 Max Total Fee: EUR 27000 + 0.25% of amount exceeding EUR 50,000,001	Per Session Fee: EUR 3000 Max Total Fee: EUR 30000 + 0.5% of amount exceeding EUR 50,000,001
for amounts in dispute over EUR 100,000,000	Per Session Fee: EUR 3000 Max Total Fee: EUR 30000 + 0.0625% of amount exceeding EUR 100,000,000	Per Session Fee: EUR 3000 Max Total Fee: EUR 40000 + 0.125% of amount exceeding EUR 100,000,000	Per Session Fee: EUR 3000 Max Total Fee: EUR 50000 + 0.5% of amount exceeding EUR 100,000,000

40.5 Additional Fees For The Arbitral Tribunal (Per Arbitrator)

Quantum of Claim in EUR	Fee in EUR
for amounts in dispute up to and including EUR 200,000	EUR 1000
for amounts in dispute between EUR 200,001 and EUR 2,000,000	EUR 1500
for amounts in dispute between EUR 2,000,001 and EUR 10,000,001	EUR 2000
for amounts in dispute between EUR 10,000,001 and EUR 50,000,000	EUR 2500
for amounts in dispute between EUR 50,000,001 and EUR 100,000,000	EUR 3000
for amounts in dispute over EUR 100,000,000	EUR 3500

40.6 Travel, Boarding & Lodging Charges

- i. Local Sitting: Travelling allowance of EUR 100 per sitting.
- ii. Outstation Sitting: Actuals by Air and out-of-pocket expenses at actuals for boarding, lodging and local transport subject to maximum of EUR 500 per day.

40.7 Charges For Facilities

- i. Venue Charges: HICA venue: EUR 400 per session
- ii. Wi-FI Charges: EUR 50 per session
- iii. Documentation Camera charges: EUR 100 for 2 hours
- iv. Stenographic service charges (optional): EUR 100

40.8 Fee Payment Schedule**i. Registration Charges**

- Filing fee to be paid by the Claimant on filing of Notice of Arbitration.
Application filing fee to be paid by the party making the application.

ii. Arbitral Tribunal & Administrative Fee

- a. 50% of claimant share to be deposited by the Claimant at the time of filing the Claim statement.
- b. 50% of respondent share to be deposited by the respondent at the time of filing the Response or Statement of Defense.
- c. 25% to be deposited by the Parties [Claimant and Respondent(s)] equally before the first hearing date.
- d. Balance to be deposited by the Parties [Claimant and Respondent(s)] within 10 days after the completion of pleadings.

40.9 Currency, VAT & Scope

i. All amounts fixed by the Court or pursuant to any Schedule of Fee of the Rules are payable in EUR except where prohibited by law, in which case the HICA may apply a different scale and fee arrangement in another currency.

ii. Amounts paid to the Mediator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Arbitrator and the parties.

iii. Any HICA administrative expenses may be subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.

SCHEDULE 16: MODEL HICA MEDIATION CLAUSES
(SEE ARTICLE 41 OF HICA RULES)

46.1 Parties wishing to use proceedings under the HICA Mediation Rules should consider choosing one of the clauses below, which cover different situations and needs. Parties are free to adapt the chosen clause to their particular circumstances. For instance, they may wish to specify the use of a settlement procedure other than mediation. Further, they may wish to stipulate the language and place of any mediation and/or arbitration proceedings. The notes below each clause are intended to help parties select the clause that best meets their specific requirements. At all times, care must be taken to avoid any risk of ambiguity in the drafting of the clause. Unclear wording causes uncertainty and delay and can hinder or even compromise the dispute resolution process. When incorporating any of these clauses in their contracts, parties are advised to take account of any factors that may affect their enforceability under applicable law.

46.2 Mediation - Model Clause

46.2.1 Clause A: Option to Choose HICA Rules

“The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the HICA Rules.”

***Notes:** By including this clause, the parties acknowledge that proceedings under the HICA Rules are available to them at any time. This clause does not commit the parties to do anything, but the presence of the clause is designed to remind them of the possibility of using mediation or some other settlement procedure at any time. In addition, it can provide a basis for one party to propose mediation to the other party. One or more parties may also ask the HICA for ADR for its assistance in this process.*

46.2.2 Clause B: Obligation to Choose HICA Rules

“The parties mutually agree that any dispute, controversy or claim arising out of or relating to this contract shall be referred to HAAART International Court of Arbitration for physical and or online mediation in accordance with the rules of the said institution as at present in force (HICA Rules).

In the event the parties are unable to resolve such dispute(s) within 14 days of commencement of the mediation, which time limit is extendable by mutual agreement, they will be free to resort to any other form of dispute resolution as is available to them.

Both the parties authorize the Secretariat/registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Mediator or a panel of Mediators. The Mediation shall be in English Language and the seat of the Mediation shall be in _(City), __ (Country).”

Notes: *This clause creates an obligation to refer a dispute to proceedings under HICA Rules. It is designed to ensure that when a dispute arises, the parties will attempt to settle the dispute using proceedings under the Rules.*

46.3 MED-ARB - Model Clause

In case of any dispute, disagreement or claim arising between the parties concerning this agreement, the parties will attempt, in good faith to resolve such dispute, difference or controversy through mediation, as per HAAART International Court of Arbitration Rules (HICA RULES) as at present in force through a mediator/panel of mediators appointed by HAAART International Court of Arbitration (HICA).

Both parties authorize the registry/appointment committee of HICA to administer and settle the matter through mediation. Either parties shall send a mediation request through HICA to resolve the dispute within 14 days from date of the written/email invitation or such other duration as may be agreed upon by both the parties in writing. Any settlement reached in the course of mediation shall be referred to the arbitral panel appointed through the Court and may be made a consent award on agreed terms. Such award shall be final and binding on both the parties. If the mediation attempt fails or if the dispute has not been resolved by such mediation, the same shall be referred to HICA for Institutional Arbitration and shall be settled by physical and or online arbitration in accordance with the rules of the said institution as at present in force.

Both the parties agree to the rules of HICA and authorize the secretariat/registry/appointment committee of HICA to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be

final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in (City), _ (Country).

46.4 Existing Disputes - Model Mediation Model Clause

A dispute having arisen between the parties concerning A, B of _____ and X,Y of _____, hereby agree that the dispute shall be referred to HAAART International Court of Arbitration for physical and or online mediation in accordance with the rules of HICA as at present in force. In the event the parties are unable to resolve such dispute(s) within 14 days of commencement of the mediation, which time limit is extendable by mutual agreement, they will be free to resort to any other form of dispute resolution as is available to them.

Both the parties authorize the Secretariat/registry/appointment committee of HICA (a nonprofit institutional international arbitration & mediation centre) to appoint sole Mediator or a panel of Mediators. The Mediation shall be in English Language and the seat of the Mediation shall be in __ (City), __ (Country).

SCHEDULE 17: MODEL HICA ARBITRATION CLAUSES
(SEE ARTICLE 47 OF HICA RULES)

47.1 International Arbitration - Model Clause

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be referred to HAAART International Court of Arbitration (HICA) for Institutional Arbitration and settled by physical and or online arbitration in accordance with the rules (HICA Rules) of the said Court as at present in force. Both the parties authorize the secretariat/registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in _(City), _ (Country).

47.2 ARB-MED-ARB - Model Clause

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be referred to HAAART International Court of Arbitration (HICA) for Institutional Arbitration and settled by physical and or online arbitration in accordance with the rules of the said institution as at present in force. It is further agreed that following the commencement of arbitration, the parties will attempt, in good faith to resolve such dispute, difference or controversy through mediation, as per HAAART International Court of Arbitration Rules (HICA Rules) as at present in force through a mediator/panel of mediators appointed by HAAART International Court of Arbitration. Any settlement reached in course of mediation shall be referred to the arbitral panel appointed through the Centre and may be made a consent award on agreed terms. Such award shall be final and binding on both the parties.

Both the parties agree to the rules of HAAART International Court of Arbitration and authorize the secretariat/registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in _____ language and the seat of Arbitration shall be in (City), _ (Country).

47.3 Existing Disputes - Arbitration Model Clause

A dispute having arisen between the parties concerning A, B of ____ and X,Y of ____, hereby agree that the dispute shall be referred to HAAART International Court of Arbitration for Institutional Arbitration and finally resolved by physical and or online arbitration in accordance with the rules of the said institution as at present in force.

Both the parties authorize the registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in __ (City), _ (Country).

47.4 Model Clause for Non Members - For issuance of Notice for dispute to be referred to HAAART International Court of Arbitration

With in 7 days of the of the receipt of this notice, you are hereby called upon to agree for the matter to be referred to HAAART International Court of Arbitration (HICA) (a nonprofit institutional international arbitration & mediation centre) for appointment of arbitrator(s) and dispute finally be resolved by physical and or online arbitration in accordance with the rules of the said Court (HICA Rules) as at present in force. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in (City), _ (Country).

SCHEDULE 18: HICA MEMBERSHIPS & EMPANELMENT
(SEE ARTICLE 44 OF HICA RULES)

44.1 Membership Types & Fees There shall be the following classes of external Members of HICA

- i. Honorary Members
- ii. ADR Panelist Members
- iii. ADR Attorney Members
- iv. Enterprise Members
- v. Individual Members
- vi. State & State Enterprise Membership

44.2 Honorary Members & Fee Structure

44.2.1 Honorary Members shall be those individuals who have distinguished themselves in the field of alternative dispute resolution and who are interested in the promotion of the aims and objectives of the Court and are appointed by the supervisory Board. Honorary Members shall be exempted from the payment of any Membership fee but will be entitled to receive all the requisite benefits of membership.

44.3 ADR Panelist Members & Fee Structure

44.3.1 Empanelment And Qualifications Of Neutrals

i. Judicial Panel Members

The judicial panel consists of retired judges and senior lawyers / Barristers from any country with at least 20 years of experience and expertise in ADR procedures and subject to payment of fee prescribed. The judicial panel provides the highest level of expertise on the subject . Judicial Panel services are the most recommended ones when the quantum of claim is high and the stakes involved are too much. Experience counts and that is what this panel offers. The idea is to include the highest level of experience from every sector so as to provide value with variety.

ii. Expert Panel Members

The expert panel consists of international professionals trained and certified on ADR practices from different domains and are empanelled subject to a minimum 15 years of experience and payment of fee prescribed..

iii. Principal Panel Members

The Principal Panel consists of professionals trained/knowledgeable to be panelists. This panel is most recommended for low profile/low key or regular consignment cases that do not need specific experience or expertise. The special training imparted to these by helps and ensures effective dispute resolution. The Principal Panel empanelment is subject to a minimum 10 years of experience and payment of fee prescribed.

44.3.2 Fee Structure for Neutral to be empaneled

Term	Judicial Panel	Expert Panel	Principal Panel
1 Year	EUR 750	EUR 1000	EUR 1500
2 Year	EUR 1000	EUR 1500	EUR 2000
3 Year	EUR 1500	EUR 2000	EUR 3000
4 Year	EUR 2000	EUR 3000	EUR 4000
5 Year	EUR 3000	EUR 4000	EUR 6000
10 Year	EUR 4000	EUR 6000	EUR 8000

44.4 ADR Attorney Members & Fee Structure

44.4.1 Qualification: ADR Attorney Members shall be a legal professional / advocate / lawyer / licensed attorney in good standing with a minimum of 10 years of experience with a minimum of 12 hours of ADR training, including mediation and arbitration and have experience in ADR, including mediation and arbitration.

44.4.1 Fee Structure

Term	Fee in EUR
1 Year	EUR 1500
2 Year	EUR 2000

3 Year	EUR 3000
4 Year	EUR 4000
5 Year	EUR 6000
10 Year	EUR 8000

44.5 Enterprise Members & Fee Structure

44.5.1 Requirements and Qualifications

i. Any association, society, organization, company or firm of any country, interested in availing alternative dispute resolution services of HICA shall be eligible to be an Enterprise Member subject to payment of the membership fee with the following benefits

ii. Members are entitled to 20% reduction on the amount payable for usage of HICA venue halls.

iii. Members are further entitled to 20% concession for participation in all conferences, Meetings, Workshops and Seminars.

iv. The members shall get a 10% concession on all trainings provided by HICA. The members shall be featured on the website.

44.5.2 Fee Structure

Term	Fee in EUR
1 Year	EUR 1000
2 Year	EUR 1500
3 Year	EUR 2000
4 Year	EUR 3000
5 Year	EUR 4000
10 Year	EUR 6000

44.6 Individual Members & Fee Structure

44.6.1 Requirements and Qualifications

Any individual of any nationality, interested in availing alternative dispute resolution services of HICA shall be eligible to be an individual member subject to payment of the membership fee. The benefits of membership are:

- i. Members are entitled to 20% reduction on the amount payable for usage of HICA venue halls.
- ii. Members are further entitled to 20% concession for participation in all conferences, Meetings, Workshops and Seminars.
- iii. The members shall get a 10% concession on all trainings provided by HICA

44.6.2 Fee Structure

Term	Fee in EUR
1 Year	EUR 300
2 Year	EUR 500
3 Year	EUR 700
4 Year	EUR 1000
5 Year	EUR 1200
10 Year	EUR 1600

44.7 State & State Enterprises Members & Fee Structure

44.7.1 State & shall be those who are interested in the promotion of the aims and objectives of the Court and interested in availing alternative dispute resolution services of HICA. State Members shall be exempted from the payment of any Membership fee but will be entitled to receive all the requisite benefits of membership.

44.7.2 State Enterprise Members or State run Public Sector Enterprises interested in availing alternative dispute resolution services of HICA shall be

eligible to be a State Enterprise Member subject to payment of the membership fee.

44.7.3 The following benefits apply to States & State Run Enterprises

i. Members are entitled to 20% reduction on the amount payable for usage of HICA venue halls.

ii. Members are further entitled to 20% concession for participation in all conferences, Meetings, Workshops and Seminars.

44.8 Fee Structure (For State Owned / Managed Enterprises)

Term	Fee in EUR
1 Year	EUR 1500
2 Year	EUR 2000
3 Year	EUR 3000
4 Year	EUR 4000
5 Year	EUR 6000
10 Year	EUR 8000