

RULES OF ARBITRATION OF THE COURT OF THE ASSOCIATION OF EUROPEAN ATTORNEYS (AEA)

Arbitration and mediation

Chapter I

General provisions

§ 1

Arbitration Court

1. The Arbitration Court at AEA (ASSOCIATION OF EUROPEAN ATTORNEYS), hereinafter "Court", "Arbitration Court" or "Court of Arbitration at AEA", is a permanent court of arbitration (amicable).
2. The seat of the Court is the city of Berlin (Federal Republic of Germany).

§ 2

Jurisdiction of the Court

1. The Court of Arbitration at AEA is appropriate if:
 - 1) The parties have contractually agreed to submit to the judgment of the Court any disputes which have arisen or may arise between them in connection with a particular legal relationship.
 - 2) The defendant, on whom the application initiating proceedings together with the plaintiff's request for submission to the jurisdiction of the Court has been served, has previously accepted the jurisdiction of the Court by a contract or a separate written statement.
 - 3) the Court's entry has been included in the contract (articles of association) of a commercial company, civil partnership or in the articles of association of a cooperative, foundation, association or other organization.
2. The parties may agree that disputes existing or which may arise between them in connection with a particular legal relationship shall be settled by "ad hoc" arbitration administered by the Court of Arbitration at the AEA.
3. The Court of Arbitration at AEA conducts mediation on the basis of:
 - 1) request for an amicable settlement ~~procedure~~,
 - 2) mediation agreements,
 - 3) an order of a common law court directing the parties to mediate if none of the parties has objected.

§ 3

Range of properties

The parties may submit to the Court any dispute over property rights or disputes over non-property rights - which may be the subject of a court settlement, with the exception of cases of alimony.

§ 4

Adjudication of jurisdiction

1. The jurisdiction of the Court and the existence, validity (effectiveness) and scope of the arbitration agreement (arbitration clause) shall be decided exclusively by the President of the Court.
2. The president of the Court will be the Presidente of AEA
- 3.. An objection of lack of jurisdiction of the Court should be raised before the merits of the case are disputed.
4. If the plea of lack of jurisdiction of the Court is upheld, the claim shall be dismissed at a court hearing or at a court session.
5. [The Sample arbitration clause: Any disputes arising out of or related to this agreement shall be finally settled under the Arbitration Rules of the Court at AEA \(ASSOCIATION OF EUROPEAN ATTORNEYS\), in force on the date of commencement of the proceeding by an arbitrator appointed in accordance with the said Rules.](#)

§ 5

Place of proceedings

1. Formally, the venue of the proceedings is Berlin, unless otherwise agreed by the parties and ratified, [confirm](#) by the Court. As a rule, hearings are held remotely, online. The Court Secretariat takes care of the preparation of the remote hearing by providing the parties to the dispute with an activation link.
2. At each first action before the Court, the parties and other persons involved in the proceedings should indicate their e-mail address and telephone number for contact with the Court Secretariat and the Adjudicating Team.

§ 6

Principles and procedure. Countering protracted proceedings.

1. Unless otherwise agreed by the parties, they shall be bound by the Rules of Procedure in force on the date of the Court subscription. In any event, however, the Arbitrator in applying the provisions of the Rules, shall take into account the provisions of the arbitration

agreement (arbitration clause) and the rules and procedure agreed by the parties before the Court.

2. In proceedings conducted on an "ad hoc" basis, the provisions contained in the Rules shall apply unless the parties have agreed otherwise.
3. In cases where settlement is permissible, the Arbitrator should seek to settle the dispute amicably at every stage of the proceedings.

§ 7

Equal treatment of the parties

1. The Arbitrator is obliged to treat the parties equally, acting impartially.
2. Each party shall have the right to be heard and to present its submissions and claims relevant to the outcome of the case and evidence in support thereof or in rebuttal of the opposing party's submissions and claims.
3. Preclusion of evidence - With a view to the ergonomics of the proceedings, the Parties are obliged, at the first action before the Court, to make assertions (facts), allegations, evidentiary and other requests or within the time limit set
4. Proceedings before the Arbitration Court may not take longer than three months from the receipt of the application.
5. All motions, pleadings and other submissions shall be made to the Court in electronic form only.

§ 8

Language of the proceedings

1. The parties may agree on the English, French, German, Spanish, Italian or Russian languages in which the proceedings will be conducted. In the absence of a stipulation to the contrary by the parties, the above agreement shall apply to all letters and written statements of the parties, the hearing, as well as the decisions and notices of the Court.
2. In the absence of agreement by the parties on the language of the proceedings, the language shall be English.

§ 9

Service of letters and written notices in proceedings

1. Letters and written notices in the proceedings shall be served on the party at the e-mail address indicated, and if the party has appointed a legal representative or an agent for service of process - on that agent.
2. Unless otherwise agreed by the parties, every letter and written notice in the arbitration proceedings shall be deemed to have been served if it has been handed to the addressee personally or delivered to the e-

mail address of his registered office indicated by him or usual place of residence or to the postal address indicated by him or her.

3. If the addressee is an entrepreneur or other entity entered in the competent court register or other public register, every letter and written notice shall be deemed to have been served when it reaches the address indicated in the register, unless the party has stated a different address for service.
4. If none of the places mentioned in the preceding paragraphs can be established despite the exercise of due diligence, every letter and written communication shall be deemed to have been served if it was sent to the last known place of business or the last known habitual residence of the addressee. In such a case, service shall be deemed to have been effected on the last day of the period during which the letter could have been received by the addressee.

§ 10

Responsibility

AEA, its employees and the Courts's bodies, arbitrators, mediators and Court staff shall not be liable for damages arising from acts or omissions in connection with pending arbitration or mediation proceedings, unless the damage was caused intentionally.

Chapter II

Arbitrators and Mediators

§ 11

Qualifications of the arbitrator and mediator

1. An arbitrator and mediator may be a natural person who has full legal capacity and enjoys full public rights.
2. The arbitrator and mediator shall be impartial, independent and shall perform his or her function to the best of his or her knowledge and ability in accordance with ethical principles.
3. An arbitrator and mediator may not undertake this function if there are circumstances in the case that give rise to reasonable doubts about his or her impartiality or independence, or if he or she does not have the qualifications specified in the parties' agreement.
4. The written declaration of non-acceptance of office shall immediately be forwarded by the arbitrator and mediator to the President of the Court
5. The arbitrator and mediator shall make a written declaration of their independence and impartiality before the case file is made available to them.

§ 12

Lists of Arbitrators and Mediators

1. The Court maintains the "List of Arbitrators Recommended by the AEA", hereinafter referred to as the "Arbitrators List", and the "List of Mediators Recommended by the AEA", hereinafter referred to as the "Mediators List".
2. Natural persons of full legal capacity, of irreproachable character, enjoying full public rights and possessing qualifications suitable for acting as arbitrators and mediators may be entered on the List of Arbitrators and the List of Mediators.
3. Entry on the List of Arbitrators and the List of Mediators and removal from these lists shall be decided by the President of the Court.

§ 13

Sole arbitrator.

Arbitrations will take place always by one sole arbitrator.

§ 14

Power of parties to appoint arbitrators

1. The parties may appoint as arbitrator any natural person who meets the requirements set out in the Rules.
2. Arbitrators may only be appointed from among those on the List of Arbitrators.

§ 15

Rules on the appointment of arbitrators

The President of the Court shall call each party to appoint an arbitrator within a maximum of three weeks. He shall at the same time send the List of Arbitrators to the parties. If the party/parties fail to appoint an arbitrator, the arbitrator shall be appointed by the President of the Court.

§ 16

Agreement with arbitrator

1. The Registrar General of the Court shall conclude a contract on behalf of the Court with the arbitrator (the "Agreement with arbitrator") in

which the arbitrator undertakes, for remuneration, to duly perform the duties.

§ 17

Exclusion of the arbitrator

1. An arbitrator may be excluded only if there are circumstances that give rise to justified doubts as to his independence or impartiality and if he does not have the qualifications specified in the parties' agreement and these Rules. If the parties have not specified the procedure for the exclusion of an arbitrator, the provisions of the Rules shall apply.
2. The party requesting the exclusion of an arbitrator shall submit a written request to the President of the Court, stating the circumstances justifying the request (grounds for exclusion).
3. A party may request the exclusion of an arbitrator within two weeks of becoming aware of the grounds for his exclusion. Upon expiry of that period, the party shall be deemed to have waived its right to demand the exclusion of the arbitrator on that ground.
4. The exclusion of an arbitrator whom a party has itself appointed, or participated in the appointment of, may be claimed by that party only on the grounds of which it became aware after the arbitrator's appointment.
5. The Registrar General of the Court shall transmit a copy of the application for the exclusion of an arbitrator to the other party for the purpose of giving them the opportunity to respond to it within a specified period of no more than two weeks.
6. The ~~Arbitration Council~~ President of the Court shall decide on a request for the exclusion of an arbitrator in the form of an order that does not require justification.
7. The submission of a request for the exclusion of an arbitrator shall not affect the course of the proceedings.

§ 18

Replacement of arbitrator and continuation of proceedings

1. An arbitrator shall be changed in the event of his death, resignation, exclusion, dismissal by the parties or the President of the Court ~~Council~~ in the form of an order, as well as in the event of refusal or inability to conclude an Arbitrator Agreement.
2. An arbitrator may resign at any time by submitting a written statement to the President of the Court stating the reasons for the resignation. If the resignation was made without valid reasons, the arbitrator shall be liable for the resulting damage.
3. The parties may remove any arbitrator at any time by submitting a concurring statement in writing to the President of the Court. In the

case of participation of more than one person on the claimant's side or on the respondent's side, the concurring statement of the majority of these persons shall be required.

4. Either party may apply to the President of the Court for an order dismissing an arbitrator who fails to perform his or her functions properly, in particular if it is evident that the arbitrator will not perform his or her acts in a timely manner or if he or she delays in performing them without good cause.
5. The repetition of an arbitrator's appointment by the parties, party or arbitrators shall be decided by the President of the Court, ~~and the repetition of a replacement appointment by the Arbitration Council shall be decided by the Chairman of the Arbitration Council.~~

Chapter III Proceedings before the Court

§ 19

Initiation of arbitration proceedings

1. The commencement of the arbitration proceedings shall be effected by the filing of a statement of claim.
2. When bringing an action, the plaintiff is obliged to specify his or her claim, state the facts justifying the claim and provide evidence in support of the claim.

§ 20

Lawsuit

1. The lawsuit shall be submitted to the Court in the language of the proceedings and, if the language of the proceedings is not English, together with a translation into that language.
2. The lawsuit should include:
 - 1) identification of the parties to the proceedings with their addresses and, in the case of entrepreneurs, cooperatives, foundations and associations, extracts from the court register or any other public register; if possible, the claimant shall indicate the e-mail addresses of all defendants and their contact numbers.
 - 2) indication of the arbitration agreement (arbitration clause) or other justification of the jurisdiction of the Court,
 - 3) indication of the value of the subject-matter of the dispute,
 - 4) a precise statement of the claim, together with a statement of the grounds on which the claim is based and the evidence in support of the facts relied on,
 - 5) indication of the e-mail address(es) for the party and for the representative.

3. The lawsuit may also name a party-appointed arbitrator or request that the President of the Court appoints an arbitrator.
4. If a legal representative is appointed, a power of attorney must be attached to the claim, together with the representative's address, e-mail address and telephone number.

§ 21

Payment of the claw suit and completion of its deficiencies

1. The Registrar General of the Court shall request the claimant to pay the registration fee and the arbitration fee within the specified period, not exceeding three weeks. The amount of the fees is set out in the "Tariff of Fees for Court of Arbitration at AEA ", hereinafter referred to as the "Tariff of Fees", in force on the date the statement of claim is filed.
2. If the lawsuit is not completed or the registration fee and/or the arbitration fee is not paid in full within the time limit the President of the Court shall order that the statement of claim be returned.
3. In the absence of an arbitrator being named in the lawsuit, the President of the Court shall call the claimant to appoint an arbitrator

§ 22

Letters in the course of proceedings

All letters in the course of the arbitration proceedings shall be addressed by the parties to the Court via the email specified for the case.

§ 23

Response to the lawsuit

1. After the commencement of the proceedings and the payment of the registration and arbitration fees, the President of the Court shall serve the claimant with the Rules of Procedure and the List of Arbitrators and shall call upon the respondent to file a response to the claim within a specified period of time, but not less than 14 days. The President of the Court shall inform the claimant of the appointment of an arbitrator and shall invite the respondent to appoint an arbitrator in accordance with the Rules.
- 2.. Failure to respond to the claim does not stop the proceedings.

Chapter IV

Sentences and Orders

§ 24

Decisions of the Court

1. The Arbitrator decides the case by a sentence. The sentence is binding on the parties who, by submitting the dispute to the Court of Arbitration at AEA, have undertaken to comply with it.
2. In the cases specified in the Rules and in other matters not requiring a sentence, the President of the Court, shall issue orders.

§ 25

Sentences

The sentence should be issued within a maximum of seven days after the hearing. The Registrar General of the Court may, ex officio or at the request of the Arbitrator extend the above deadline for a specified period of time if this is necessary due to the complexity of the issues to be decided or other circumstances of the case.

Chapter V

Mediation

§ 26

Initiation of mediation proceedings

1. Prior to the commencement of the proceedings before an arbitral court or a common court, a party to the dispute may request the Court of Arbitration at AEA to conduct, on the basis of the Rules, proceedings aimed at an amicable settlement of the dispute presented in the request.
2. The request for mediation shall include: the designation of the parties, the request and the circumstances justifying it, the signature of the party and the listing of the attachments. If the parties have concluded a mediation agreement in writing, a copy of the agreement shall be attached to the request.

§ 27

Payment of the mediation fee and summons to the other party

1. The Registrar General of the Court shall request the applicant to pay the registration fee and half of the mediation fee in the amount set out in the "Tariff of Fees" in force on the day the application.
2. Once the fees have been paid by the applicant, the Registrar General of the Court shall serve the application on the other party and call him

or her to submit a statement of agreement to participate in the mediation proceedings and to pay half of the mediation fee, within a specified period of no more than three weeks.

3. If the other party has not consented to the mediation proceedings, the mediation fee paid by the applicant shall be refunded.

§ 28

Mediator

1. Once the other party to the dispute has agreed to the mediation proceedings and has paid half of the mediation fee, the Secretary-General shall call the parties to appoint a mediator, within a maximum of three weeks, while sending them the List of Mediators.
2. In the absence of the appointment of a mediator by the parties, the mediator shall be appointed by the President of the court among the persons on the List of Mediators.
3. The provisions which apply to arbitrators, shall apply mutatis mutandis to a mediator,

§ 29

Mediation proceedings

1. After receiving the parties' files concerning the dispute, the mediator holds a mediation meeting, listens to the parties and makes proposals to the parties for an amicable settlement of the dispute.
2. Before or during the mediation meeting, the mediator may communicate with the parties jointly, or with each of them individually, urging them to reach a settlement.
3. The mediator should endeavor to conclude the mediation proceedings at the first meeting, unless the parties and the mediator agree otherwise.
4. No statements, explanations or submissions of the parties made during the mediation proceedings in relation to the possibility of an amicable settlement of the dispute may be taken into account in arbitration or court proceedings, unless the parties agree otherwise

§ 30

Completion of mediation proceedings

1. If the parties agree to a settlement, the mediator shall draw up protocol containing the terms and substance of the settlement. The mediation proceedings shall end with the signing of the protocol by the parties and the mediator.
2. If mediation does not lead to a settlement between the parties, the mediation proceedings shall be terminated by the mediator filing a written statement in the case file stating that no settlement has been reached.

§ 31

Giving the settlement agreement the form of a sentence

1. Upon a consensual request by the parties to give the settlement reached in mediation proceedings the form of a sentence, the [President of the Court Arbitration Council](#) shall appoint the mediator as the arbitrator with the power to issue a sentence.
2. The President of the Court shall request the parties to pay the arbitration fee payable in respect of the settlement of the dispute by the Court, taking into account the mediation fees paid, within a specified period of no more than three weeks. The amount of the arbitration fee is set out in the "Tariff of Fees" in force on the date of the request.

§ 32

All the provisions of the Rules of Procedure related to the arbitrators shall apply also to the mediation proceedings.

Berlin. January 2024.