



MED ARB RB  
Mediation and Arbitration for  
Recovery and Business

ARBITRATION  
REGULATION

[www.medarbrb.com](http://www.medarbrb.com)

# TABLE OF CONTENTS

<b>PREAMBLE:</b> .....	<b>3</b>
<b>DEFINITIONS:</b> .....	<b>3</b>
<b>CHAPTER I – PETITION FOR ARBITRATION INITIATION AND ITS RESPONSES</b> .....	<b>3</b>
<b>CHAPTER II – ARBITRATION CONVENTION</b> .....	<b>6</b>
<b>CHAPTER III – STRUCTURE OF THE ARBITRATION COURT</b> .....	<b>6</b>
<b>CHAPTER IV – CONTESTATION OF ARBITRATORS</b> .....	<b>8</b>
<b>CHAPTER V – REPLACEMENT OF ARBITRATORS</b> .....	<b>8</b>
<b>CHAPTER VI – SUBPOENAS AND TERMS</b> .....	<b>9</b>
<b>CHAPTER VII – TERM OF ARBITRATION</b> .....	<b>9</b>
<b>CHAPTER VIII – ARBITRATION PROCEDURE</b> .....	<b>10</b>
<b>CHAPTER IX – ARBITRATION AWARD</b> .....	<b>13</b>
<b>CHAPTER X - COSTS AND EXPENSES</b> .....	<b>14</b>
<b>CHAPTER XI – GENERAL PROVISIONS</b> .....	<b>15</b>
<b>APPENDIX I – ARBITRATIONS INVOLVING THE PUBLIC ADMINISTRATION</b> .....	<b>16</b>
<b>APPENDIX II – URGENT ARBITRATOR</b> .....	<b>17</b>

## ARBITRATION REGULATION OF MED ARB RB

### PREAMBLE:

The parties, by agreeing to submit its disputes to MED ARB RB (MED ARB RB or MEDARBRB), agree that the arbitration shall be bounded and performed according with this regulation.

MED ARB RB manages arbitration, mediation, dispute boards procedures and other methods of disputes settlement submitted by the interested parties.

Unless otherwise agreed, the regulation in force shall be applied on the date of the petition for arbitration initiation, and this will be made online, by using the platform included on the website [www.medarbrb.com](http://www.medarbrb.com).

### DEFINITIONS:

- The term “Regulation” means the Arbitration Regulation of MED ARB RB, also considered as regular or ordinary arbitration, which includes the Preamble, the articles below, as well as its Appendixes and Provisions on Experts Fees, Costs, and Expenses;
- The term “Arbitration Award” is applied to a partial or final arbitration award;
- The term “Advisory Board” means the Advisory Board of MED ARB RB;
- The term “Secretariat” means the General Secretary of MED ARB RB and includes the Assistant Secretaries, as well as the other members of the Secretariat;
- The term “Arbitration Court” is indistinctly applied to the single arbitrator or to all arbitrators, if more than one arbitrator is appointed; and
- The term “List of Arbitration Experts” means the staff of arbitrators, list of arbitrators, or arbitration experts included on the website of MED ARB RB.

### CHAPTER I – PETITION FOR ARBITRATION INITIATION AND ITS RESPONSES

1.1 The party intending to apply for the arbitration initiation (hereinafter referred to as “Plaintiff”) must complete and submit a petition for arbitration initiation by means of the MED ARB RB platform included on the website [www.medarbrb.com](http://www.medarbrb.com), informing its intention to the other party (hereinafter referred to as “Defendant”).

1.2. The petition for initiation shall include:

- a. the name and contact information of the parties;
- b. the identification of the arbitration convention supporting the arbitration or the arbitration commitment duly executed;
- c. the identification of any agreement or other legal instrument related to the dispute;
- d. the summary of the dispute purpose;
- e. the intentions involved;
- f. the estimated value of the dispute;
- g. the power of attorney of potential advocates;
- h. if the arbitration will be made online, as set forth by the regulation, or if the party intends it to be in-person, or even if there is a provision that demands it to be in-person;
- i. the indication of the number of arbitrators, language, the arbitration location, and the legal laws or standards applicable to the dispute, as agreed in the arbitration convention or as suggested by the party, in case the parties have not discussed the subject; and
- j. the proof of non-refundable payment of the Registration Fee to bear the initial arbitration expenses, which may be paid through the platform.

1.2.1. When the claims are prepared based in more than one arbitration convention, the Plaintiff shall indicate the arbitration convention under which each claim is prepared.

1.2.2. If the arbitration clause does not provide otherwise, the arbitration shall be made online. In case of conflicts, the procedure shall be forwarded to the MED ARB RB Chairman, so he/she can decide, without prejudice to the future decision confirming or not, of the respective Arbitration Court.

1.2.3. If the requirements mentioned in this article 1.2. are not met, the Secretariat of MED ARB RB shall define a term of five (5) days for the adjustment of the petition for arbitration initiation. In case of no correction, such petition will be filed, without prejudice to submission of a new petition.

1.2.4. In case of filing, the Registration Fee shall not be reimbursed, and the submission of a new petition shall depend on a new collection of such fee.

1.3. The arbitration procedure shall be considered as instituted on the date the MED ARB RB Chairman issues an order confirming the appointment of the Arbitration Court members or of the single arbitrator, being retroactive, for all purposes, to the date of receipt of the petition for arbitration initiation by the Secretariat of MED ARB RB. In case of integration of additional party, the arbitration procedure shall be considered as instituted in relation to such party on the date of its integration.

1.4. The Secretariat of MED ARB RB shall submit the petition for arbitration initiation to the Defendant, as well as its annexes, the list of names comprising the List of Arbitration Experts of MED ARB RB, notifying it to, within fifteen (15) days as from its receipt, submit its response to the Defendant.

1.5. The response to the petition for arbitration initiation shall include:

- a. the name and contact data, including physical and electronic address of the parties and lawyers, followed by the corresponding power of attorney; and
- b. the response to the information presented in the petition for arbitration initiation, under article 1.2 and, as the case may be, counterclaim (in which the elements listed in article 1.2 shall be included, as applicable).

1.6. The MED ARB RB Chairman may, at his/her discretion, if requested by one party and before the execution of the Term of Arbitration, establish the consolidation of two or more arbitrations subject to MED ARB RB Regulation, or submit the decision on the consolidation to an Arbitration Court already established, if at least one of the following requirements are met:

- a. all parties agree; or
- b. all applications are based on the same arbitration convention(s); or
- c. the arbitrations, even if based in different arbitration conventions, involve the same parties and the same legal relation, with such arbitration conventions being compatible, considering the circumstances of the case.

1.7. When the MED ARB RB Chairman decides for the consolidation of two or more arbitrations, such arbitrations shall be consolidated before the arbitration that started first, except if all parties agree otherwise or if the MED ARB RB Chairman decides otherwise, according with the specific circumstances of the case.

1.7.1. The consolidation of two or more arbitrations does not affect the validity of any of the acts practiced or orders issued by the relevant Arbitration Court previously to the consolidation.

1.7.2. When the MED ARB RB Chairman decides for the consolidation of two or more arbitrations, it shall be considered that the parties of all arbitrations involved waived the right to appoint own arbitrators, and the MED ARB RB Chairman may revoke the indication of any arbitrators already appointed, confirmed or not.

1.7.3. The MED ARB RB Chairman shall appoint the Arbitration Court in relation to the consolidated arbitrations, taking into consideration, or not, the appointment of any party, at its exclusive discretion.

1.7.4. Alternately to the consolidation, the MED ARB RB Chairman or the corresponding Arbitration Court may decide that the arbitrations based on the same arbitration convention (or arbitration conventions) involving the same parties are conducted on a concomitant basis, when counting with the same Arbitration Court.

1.7.5. The MED ARB RB Chairman or the Arbitration Court shall inform its decision to all parties and to the arbitrators confirmed or appointed in all arbitrations.

1.8. Before the establishment of the Arbitration Court, one party that desires the integration of an additional party to the arbitration may request its integration to the MED ARB RB Chairman, provided that:

- a. the additional party, prima facie, has consented with the arbitration convention; or
- b. all parties agree with the integration of the additional party.

1.8.1. The decision of the MED ARB RB Chairman authorizing the integration of an additional party shall be subject to reassessment by the Arbitration Court. When deciding for the integration of additional party, the MED ARB RB Chairman may revoke the assignment of any arbitrators already assigned, confirmed or not.

1.8.2. The request for integration of an additional party after the establishment of the Arbitration Court, in addition to meeting the requirements of the caput of this article, shall be directly submitted to the Arbitration Court, which may accept it or not, depending on the circumstances of the concrete case and the procedure phase. In such case, the presumption that the additional party that aims to be included agrees with the establishment of the Arbitration Court shall be applied; however, in exceptional cases, the MED ARB RB Chairman may revoke the indication of any arbitrators already confirmed, which shall not affect the validity of any acts already practiced by the Arbitration Court.

1.9. In arbitrations involving entities of the direct and indirect Public Administration, the adoption of the MED ARB RB Regulations is made without prejudice to the application of the Brazilian legislation on the subject, according with the provisions of Appendix I to this MED ARB RB Regulation.

1.10. The party that requires urgent measures of any type previously to the establishment of the Arbitration Court (“Urgent Requirement”) may request it to the MED ARB RB Chairman, who will appoint an urgent arbitrator, except if the parties have already expressly agreed on the prohibition of such procedure in arbitration clause, according with the provisions of Appendix II to the MED ARB RB Regulation.

## **CHAPTER II – ARBITRATION CONVENTION**

2.1. In case of objection of the Defendant on the formal existence of the arbitration convention, its validity or efficacy, the Plaintiff shall be notified to express itself on the objection within ten (10) days, and the MED ARB RB Chairman shall decide on the issue within three (3) days, upon prima facie analysis of the documents submitted by the parties.

2.1.1. The issues mentioned in the caput of this article shall be settled by the Arbitration Court after its establishment, confirming or not the decision of the MED ARB RB Chairman.

2.2. If the Defendant does not present a response or refrains from participating in the arbitration, the arbitration shall proceed.

2.2.1. Any and all issue related to the existence of the defaulting party shall not prevent the Arbitration Court from issuing the Arbitration Award, and the absent party must be informed on all arbitration acts as set forth by the MED ARB RB Regulation.

2.2.2. The defaulting party may intervene at any time and phase of the arbitration, assuming the procedure in the phase it is.

2.3. In case of no agreement between the parties otherwise, the Arbitration Court shall be comprised by three (3) arbitrators.

## **CHAPTER III – STRUCTURE OF THE ARBITRATION COURT**

3.1. After receiving the response to the petition for arbitration initiation, the Secretariat of MED ARB RB shall notify the parties to appoint, within ten (10) days, (an) arbitrator(s) to act in the arbitration.

3.1.1. Such arbitrators may be professionals of any other areas different from the legal area, as preferred by the parties. In case of an Arbitration Court with three (3) or more arbitrators, the chief arbitrator shall mandatorily be a professional of the law and be included in the List of Arbitration Experts of MED ARB RB.

3.1.2. The List of Arbitration Experts is comprised by professionals residing in the country or abroad, with corporate experience, who comply with CONIMA ([www.conima.org.br](http://www.conima.org.br)) code of ethics, of undoubted reputation and outstanding legal or technical expertise appointed by the MED ARB RB Chairman, with the Advisory Board being consulted, for a period of two (2) years, with renewal being allowed.

3.1.3. In exceptional cases and upon reasonable justification and approval by the MED ARB RB Chairman, the arbitrators chosen by the parties may appoint as the Chief of Court a person that is not included in the List of Arbitration Experts.

3.1.4. If the arbitrator appointed is not included in the List of Arbitration Experts of MED ARB RB, the party shall submit the corresponding curriculum for approval by the MED ARB RB Chairman.

3.1.5. If the parties decide for the appointment of single arbitrator, he/she must mandatorily be a professional of the law, chosen by mutual understanding by the parties, and must be a member of the List of Arbitration Experts of MED ARB RB. In case of no agreement, the appointment shall be made by the MED ARB RB Chairman.

3.1.6. The nominations by the parties of arbitrator member of the Arbitration Court with three (3) or more arbitrators or single arbitrator are subject to the confirmation by the MED ARB RB Chairman, who may consider the information included in the statement on availability, hindrance, independence, and impartiality of the appointed arbitration addressed in article 3.2, after the parties are consulted.

3.2. When the Arbitration Court is comprised by three (3) arbitrators, each party – or procedural party, in case of multiparty arbitration – shall appoint an arbitrator. After the statement on the availability, hindrance, independence, and impartiality of the appointed arbitrators, and in case of no objection, these shall be summoned to, within fifteen (15) days, collectively appoint the chief arbitrator of the Arbitration Court.

3.2.1. In case of no agreement between the appointed arbitrators on the indication of the chief arbitrator of the Arbitration Court, the appointment of the chief arbitrator shall be made by the MED ARB RB Chairman.

3.2.2. In case of multiparty arbitration, and no agreement between the parties that occupy the same side of the procedure on the indication of its arbitration, the appointment of all the structure of the Arbitration Court shall be made by the MED ARB RB Chairman.

3.3. The Secretariat of MED ARB RB shall inform the appointment to the chosen arbitrators and shall notify them to, within ten (10) days, confirm their interest and availability, submitting the Form of Conflicts of Interests and Availability of MED ARB RB and the Term of Acceptance and Independence.

3.3.1. Within the same term of this responses, the arbitrators shall submit the Form of Conflicts of Interests and Availability of MED ARB RB and the Term of Acceptance and Independence duly completed to the Secretariat of MED ARB RB.

3.3.2. The Form of Conflicts of Interests and Availability of MED ARB RB and the Term of Acceptance and Independence duly completed shall be submitted to the parties, so they can express their opinion on the contents within ten (10) days.

3.3. An arbitrator cannot be appointed if he/she:

- a. is a party of the dispute;
- b. has previously participated of the dispute, as legal representative of one the parties, testified as a witness, acted as an expert, or presented an opinion;
- c. is a direct or collateral spouse, relative, blood relative or similar, up to the third degree, of one of the parties;
- d. is a direct or collateral spouse, relative, blood relative or similar, up to the second degree, of the lawyer or attorney of one of the parties;
- e. participate of a board of directors or management of a legal entity that is a party of the dispute or that is a shareholder or partner;
- f. is a close friend or enemy of one of the parties;
- g. is a creditor or debtor of one of the parties or his/her spouse, or even of direct or collateral relatives, up to the third degree;

- h. is an heir apparent, recipient, employer, employee of one of the parties;
- i. receives donations before or after the dispute is initiated, advise some of the parties in relation to the object of the cause or provide resources to bear with the proceeding expenses;
- j. is directly or indirectly interested in the trial of the cause, in favor of one of the parties;
- k. has acted as a mediator or conciliator, in the dispute, before the establishment of the arbitration, except if expressly agreed between the parties;
- l. has an economic interest related to any of the parties or his/her lawyers, except if expressly agreed between them;

3.4. The appointed arbitrator shall inform the parties and the Secretariat of MED ARB RB about any fortuitous event that, during the procedure, may cause a reasonable doubt regarding his/her impartiality, independence, technical expertise or availability or that may somehow cause a hindrance or suspicion on the trial of the dispute.

3.5. Regardless the rules set forth by the MED ARB RB Regulation, the method of appointment shall comply with the provisions of the arbitration convention, except if it results in the impossibility of establishment of the Arbitration Court, with the purpose of avoiding a serious injustice.

3.6. The members of the Board cannot be appointed as arbitrators. Members of the Advisory Board of MED ARB RB may be appointed as arbitrators but, in this case, shall be removed from the procedure in question, if they are acting or resolving in the administrative phase of the arbitration initiation.

#### **CHAPTER IV – CONTESTATION OF ARBITRATORS**

4.1. In case of contestation related to the independence, impartiality, availability, or any subject related to the appointed arbitrator, there will be a term of ten (10) days for the statement of the associated arbitrator and then, the parties shall have ten (10) days to express themselves on such subject.

4.2. In case of agreement between the parties on the appropriateness of the prepared contestation, the MED ARB RB Chairman shall dismiss the contested arbitrator. The contested arbitrator may also voluntarily withdraw from the position.

4.3. In case of no agreement, the contestation shall be decided within fifteen (15) days by a committee comprised by three (3) arbitrators appointed by the MED ARB RB Chairman, who shall be members of the List of Arbitration Experts.

4.4. The party may only contest the arbitrator appointed by it based on facts obtained after the nomination.

#### **CHAPTER V – REPLACEMENT OF ARBITRATORS**

5.1. In case of replacement of the arbitrator during the arbitration procedure, the deputy shall be appointed or chosen according with the procedure set forth in chapter III of MED ARB RB Regulation.

5.1.1. Such procedure shall be applicable even if during the process of appointment of the arbitrator to be replaced a party has not exercised the right of appointment or participation in the appointment.



5.1.2. If an arbitrator is replaced, the proceeding shall be resumed in the phase in which the replaced arbitrator ceased to fulfill his/her functions, unless the Arbitration Court decides otherwise.

## **CHAPTER VI – SUBPOENAS AND TERMS**

6.1. All communications and statements of the parties and the Arbitration Court – including subpoenas, communications, notices, copies of statements by the parties and decisions of the Arbitration Court – shall be exclusively submitted by electronic means to the Secretariat of MED ARB RB, and the submission of the corresponding physical copy is not required, except if otherwise set forth by the parties.

6.1.1. The petition for arbitration initiation, as well as the other communications, shall be mandatorily made by the platform on the website [www.medarbrb.com](http://www.medarbrb.com), and in case of potential impossibility, it can be sent by email to the Secretariat of MED ARB RB, if justified.

6.1.2. Unless otherwise provided, all communications, notices, or subpoenas of procedural acts are made by the name of the attorneys appointed by the party, in the emails or addresses indicated by them by means of own platform.

6.2. The mail issued by MED ARB RB shall be considered as delivered:

- a. if electronically transmitted: on the day it is sent, except for the petition for arbitration initiation, which shall only be considered as received on the day its receipt is confirmed by the recipient or in case of electronic notice of delivery; or
- b. if physically sent: on the day of the proof of delivery at the address in which the first notice of the party was made or at the address indicated in the Term of Arbitration or in other act expressly informed by the party.

6.3. The terms shall be counted in calendar days, excluding the day of receipt of the notice and including the expiry date.

6.3.1. The terms shall only begin to be counted from the first business day after the subpoena, notice, or communication.

6.3.2. The term shall be extended until the first business day if the expiration falls not on a workday of MED ARB RB.

6.4. In case of no specific term set forth in MED ARB RB Regulation, the term set forth by the Arbitration Court or, in case of silence, a term of ten (10) days shall be considered.

6.4.1. Between December 22 and January 5, there will be an end of year recess in Med Arb RB, a period in which there will be no workdays and which days are not considered as business days.

## **CHAPTER VII – TERM OF ARBITRATION**

7.1. Once the Arbitration Court is established, the parties shall be notified in order to prepare and execute the Term of Arbitration. The conclusion of the Term of Arbitration wording and its execution shall be made on an in-person or virtual meeting, as defined by the Arbitration Court.

7.2. The Term of Arbitration shall include:

- a. name and qualification of the parties and the arbitrators;
- b. name of the advocates, including electronic address;
- c. the subject that will be the object of the arbitration and the summary of intentions;
- d. the location of the arbitration;
- e. the transcription of the arbitration clause;
- f. the language in which the arbitration will be conducted;
- g. the authorization for the arbitrator(s) to decide based on equity, if agreed by the parties;
- h. the law applicable to the procedure and the merits of the dispute;
- i. the intentions prepared by the parties;
- j. the value of the dispute;
- k. the confirmation that the procedure will be made totally online, or a provision that it will be made in-person; in such case, the parties undertake to bear with the expenses required to perform in-person hearings;
- l. provision on the liability for the payment of expenses, administration costs, possibility of application of fine due to dispute in bad faith, determination of coercive fines, appropriateness of reimbursement of contractual fees and appropriateness of defeated party fees.

7.3. The resistance of the party duly notified to execute the Term of Arbitration shall not preclude the continuity of the arbitration.

7.4. The parties may change, modify, or amend the petitions and the cause of action until the initial claims, except if authorized to do so, subsequently, by the Arbitration Court, which shall consider the type of such new demands, the current status of the arbitration and any other relevant circumstances.

## **CHAPTER VIII – ARBITRATION PROCEDURE**

8.1. As set forth in MED ARB RB Regulation, the Arbitration Court shall conduct the arbitration procedure as it considers appropriate, provided that the adversarial principles, full defense, and due legal process are observed in all its phases.

8.2. The Arbitration Court, exercising its discretionary power, shall conduct the procedure in order to avoid unnecessary delays and expenses and to ensure a fair and efficient procedure of dispute settlement by the parties, justifying its criterion and observing the mandatory provisions of any applicable law or that the Arbitration Court decides to be applicable, and it can:

- a. limit the number of pages, words, and characters or content of any written statement or waive it in full;
- b. use technology to increase the efficiency and fast conduction of the arbitration (including at hearings);
- c. decide on the moment of the procedure in which certain issue shall be settled and in which order;
- d. waive a hearing or reject the production of an evidence;
- e. define an appropriate term for any stage or measure to be adopted in the arbitration, including regarding to the conduction of any hearing;
- f. modify any term established by the parties; and
- g. issue any other procedural order that the Arbitration Court considers as appropriate in the arbitration circumstances.

8.3. In case the Arbitration Court is comprised by more than one arbitrator, the chief arbitrator, with the previous agreement of the other members and all the parties, may issue and execute procedures order by its own.

8.4. After the establishment of the Arbitration Court, and after the parties are invited to express their points of view in written, the Arbitration Court shall establish the provisional schedule of the arbitration.

8.4.1. The Arbitration Court may, at any time, and after hearing the parties, extend or adjust any term set forth by the MED ARB RB Regulation or agreed between the parties, under article 8.2. of this MED ARB RB Regulation.

8.4.2. If, at a certain phase of the procedure, any of the parties request, the Arbitration Court shall decide on the opportunity and convenience of the conduction of hearings for production of evidences and/or performance of oral arguments, which shall be preferably online, or in-person, as decided by the Arbitration Court.

8.4.3. In case of no request in this regard, the Arbitration Court shall decide if the hearings or the procedure shall be conducted based in documents and other evidence elements, under article 8.2. of this MED ARB RB Regulation.

8.4.4. All applications and requests submitted to the Arbitration Court by one of the parties shall be notified to the other parties. Such notices shall be simultaneously made, except if other means are allowed by the Arbitration Court.

8.4.5. The Arbitration Court shall decide on potential requests of intervention by third parties in the arbitration procedure, whether for integration as a party or as an assistant of one of parties, whether as interested third party, amicus curiae or any other modality of participation of third parties.

8.5. In case of no agreement between the parties on the arbitration location, it will be defined by the Arbitration Court taking into consideration the circumstances of the case.

8.5.1. It shall be assumed that the Arbitration Award shall be issued in the arbitration location, even if online, with the electronic or scanned signature being sufficient.

8.5.2. The Arbitration Court shall preferably meet online, but it can meet in any location and by any means considered as appropriate to its resolutions and, except if otherwise agreed between the parties, for any other purpose, including the conduction of hearings.

8.5.3. The Arbitration Court may issue procedural orders applicable in different locations where the arbitration seat is located.

8.6. The initial claims shall be submitted within the term agreed between the parties or within the term set forth by the Arbitration Court. In case of silence, the initial claims must be submitted by the parties within the maximum term of twenty (20) days from the date of the meeting for execution of the Term of Arbitration.

8.6.1. In case the Defendant has prepared a counterclaim request, the statements shall be made simultaneously, unless the parties agreed otherwise or if the Arbitration Court has decided otherwise.

8.6.3. At the discretion of the parties and the Arbitration Court, replies and rejoinders may be presented as defined in articles 6.1. to 6.4.1. of MED ARB RB Regulation.

8.6.4. The Arbitration Court shall be liable for approving and establishing the evidences it considers as useful, required, and appropriate, according with the form and the order it understands as convenient to the concrete case.

8.7. The Arbitration Court shall decide on its own jurisdiction, including any objections related to the existence, validity, or efficacy of the arbitration convention, under article 2.1. of the MED ARB RB Regulation.

8.7.1. For this purpose, an arbitration clause that is part of an agreement must be addressed as an agreement different and independent from the other clauses of the agreement.

8.7.2. The decision of the Arbitration Court that considers the agreements as null does not imply, in itself, the nullity of the arbitration clause.

8.7.3. In case one of the parties claims the absence of jurisdiction of the Arbitration Court, such claim must be made, at most, in the response of the initial claims or, regarding a counterclaim request, in the response to the counterclaim.

8.8. Unless otherwise provided, the Arbitration Court may grant urgent measures that may, at the discretion of the Arbitration Court, be issued as a judgment or procedural order, and it may also be subordinated to the presentation of protections by the party that requested it.

8.8.1. In case of urgency inherent to the request of the party and in case the Arbitration Court is not established yet, such party may require urgent measures to the relevant legal authority or use the procedure or Urgent Arbitration, as mentioned in article 1.10 of MED ARB RB Regulation and described in Appendix II of MED ARB RB Regulation.

8.8.2. Once the Arbitration Court is established, it shall be liable for maintaining, modifying, or revoking the measure previously granted by the Judiciary Branch or by the Urgent Arbitration, under MED ARB RB Regulation.

8.8.3. The petition made by one of the parties to a legal authority to obtain such measures, or the enforcement of similar measures issued by an Arbitration Court shall not be considered as violation or waiver of the arbitration convention and shall not affect the relevance of the Arbitration Court.

8.9. The parties shall be notified by the Arbitration Court or by the Secretariat of MED ARB RB on the date, time, and location of the hearing, and adequate time must be provided to the parties so they can prepare for the act.

8.9.1. The legal representatives and the witnesses, including the experts, may testify and be questioned as established by the Arbitration Court.

8.9.2. Unless otherwise agreed between the parties or according with a legal requirement, the hearings shall not be public.

8.9.3. The Arbitration Court may require any witness, including the experts, not to attend the testimony of other witness, except when it is a party in the arbitration.

8.9.4. The Arbitration Court may decide that the testimony of the witness, including the one from the experts, is made by remote means.

8.10. Once the proceedings are concluded, the Arbitration Court shall open a term of not less than fifteen (15) days for the submission of the final claims by the parties.

## **CHAPTER IX – ARBITRATION AWARD**

9.1. The Arbitration Court shall issue the Arbitration Award within sixty (60) days from the date of submission of the final claims by the parties, unless otherwise provided in the Term of Arbitration.

9.1.1. The term may be extended for up to sixty (60) days, at the discretion of the Arbitration Court.

9.2. If the Arbitration Court is comprised by more than one (1) arbitrator, any decision shall be made by majority, with each arbitrator being entitled to one vote. In case of no majority, the vote of the chief arbitrator of the Arbitration Court shall prevail.

9.3. The Arbitration Award shall be necessarily in written.

9.3.1. In case of a unanimous decision, the dissenting arbitrator may present a statement of the losing vote, which shall be included in the Arbitration Award for all purposes.

9.3.2. The Arbitration Award shall be executed by all arbitrators, by digital means, or the chief arbitrator of the Arbitration Court may ascribe the lack of signature by one of the arbitrators and the due rationale.

9.4. The Arbitration Award shall necessarily include:

- a. report, with the name of the parties, the summary of their claims and the registration of the relevant facts related to the procedure;
- b. the grounds for the decision, with the analysis of questions of fact and of law raised by the parties, with express statement in case it is issued by equity;
- c. the device in which the Arbitration Court will settle all the issues submitted by the parties and define the term for its fulfilment, if the case may be;
- d. the date and location in which the award was issued.

9.4.1. The Arbitration Award shall also include, as the case may be, the definition of the arbitration costs and expenses, potential fine due to dispute in bad faith, determination of coercive fines, if applicable, arbitrators' fees, contractual and/or defeated party legal fees, as well as the liability of the parties for its payment, observing the provisions of the arbitration convention or of the Term of Arbitration.

9.4.2. The Arbitration Court shall submit the Arbitration Award to the Secretariat of MED ARB RB, which will forward it to the parties and file a copy of its full content.

9.4.3. If expressly agreed in the Term of Arbitration, the Arbitration Court may submit the Arbitration Award directly to the parties and to Secretariat of MED ARB RB.

9.4.4. The Arbitration Award shall not be subject to appeal. It shall be binding to the parties, which undertake to comply with it without delays, under the penalty of being responsible for the losses eventually caused.

9.4.5. The Arbitration Court shall apply the rules of law chosen by the parties for the dispute settlement.

9.5. In case of omission or divergence, the Arbitration Court shall decide on the subject.

9.5.1. The trial by equity may only occur upon express authorization of the parties, which shall be made until the execution of the Term of Arbitration.

9.6. The Arbitration Court may issue partial awards and, in such case, shall indicate the subsequent stages required to the delivery of the final award.

9.6.1. The proposition of annulment action of the partial arbitration award does not prevent the continuity of the procedure and/or the delivery of the final award, with the Arbitration Court being responsible for such decision.

9.7. The Arbitration Award shall only be published with the consent of the parties.

9.7.1. For statistical and/or research purposes, excerpts of the Arbitration Award may be published, provided that the impossibility of identification of the parties or specifics of the dispute is assured.

9.8. The Arbitration Court may eventually amend material, calculation, or typing errors, which it has identified in the Arbitration Award within fifteen (15) days from the receipt of the Arbitration Award.

9.9. The parties may, within fifteen (15) days from the receipt of the Arbitration Award or the decision of correcting material error, under article 9.9.1, apply for a request of clarifications to the Arbitration Court, to rectify omission, contradiction, obscurity, or material error contained in the award.

9.9.1. The Arbitration Court shall grant a term of fifteen (15) days for the response of the clarification request.

9.9.2. The Arbitration Court shall decide on the clarification request within fifteen (15) days from the end of the term granted for the response.

## **CHAPTER X - COSTS AND EXPENSES**

10.1. The Provisions on Experts Fees, Costs, and Expenses are integral part of the MED ARB RB Regulation and may be reviewed at any time by the MED ARB RB Chairman, with the Advisory Board being consulted.

10.2. The Plaintiff, when presenting the petition for arbitration initiation, shall collect the value of the Registration Fee to MED ARB RB, non-compensable or reimbursable.

10.3. The Administration Fee owed to MED ARB RB shall be required from both parties, at a ratio of fifty per cent (50%) for each procedural party, except if the arbitration involves the Public Administration; in such case, the articles of Appendix I to the MED ARB RB Regulation shall apply.

10.3.1. In case of multiparty arbitration, each one of them shall collect, separately and fully, the Administration Fee, due to the administration services of the procedure provided by MED ARB RB.

10.3.2. After receiving the notice of petition for arbitration initiation, the parties shall be summoned for the early collection of the Administration Fees, corresponding to the twelve (12) initial months of the procedure.

10.4. Each party shall pay the corresponding value of arbitrators fees to MED ARB RB, according with the values and terms defined in the Provisions on Experts Fees, Costs, and Expenses.

10.5. After the execution of the Term of Arbitration, the Secretariat may request the parties the early collection of estimated expenses of the procedure in order to establish an expenses fund.

10.6. All expenses incurred during the arbitration shall be paid in advance by the party that requested the action, or, if arising from actions requested by the Arbitration Court, by both parties, in equal proportions.

10.7. In case of no payment of any arbitration fees or expenses, one of the parties shall make the payment on behalf of the other, within a term to be defined by the Secretariat.

10.7.1. If the payment is made by the other party, the Secretary shall inform the parties and the Arbitration Court, case in which it may, at its exclusive discretion:

- a. consider the requests of the defaulting party as withdrawn, if existing;
- b. issue a partial award stating that the value of the payment made is immediately due by the defaulting party.

10.7.2. If none of the parties is willing to make the payment, the procedure shall be suspended.

10.7.3. Once the term of thirty (30) days of suspension due to lack of payment is elapsed, the proceeding may be terminated, with the presentation of a new petition for arbitration initiation being subject to the collection of the pending values.

10.7.4. MED ARB RB may require, in or out of court, the payment of the Administration Fees, the arbitrators fees, or the expenses incurred, including by means of enforcement of legal proceeding, accrued by interests and monetary correction.

10.7.5. The MED ARB RB Chairman may determine the reimbursement of the values paid in advance or of expenses incurred by MED ARB RB, case in which the value owed shall be accrued by the taxes directly or indirectly levied.

10.7.6. In case of conflicts involving the procedure costs and other issues related to it, the jurisdiction of the MED ARB RB headquarters is elected.

## **CHAPTER XI – GENERAL PROVISIONS**

11.1. In the procedures managed by Med Arb RB, considering that everyone is responsible as data controller and operator, whether as parties, legal representatives, lawyers, arbitrators, negotiators, conciliators, mediators, members of the secretariat, everyone is aware that they shall adopt technical measures for the protection and security of data, in compliance with law 13.709/2015, general data protection act, ensuring the appropriate handling of data from all persons involved in the procedures, cybersecurity, and secrecy of procedures.



11.2. The Secretariat of MED ARB RB, observing the principles of independence, impartiality, and availability of the Arbitrators, with the purpose of proving greater transparency to the procedures, shall publish on its website information related to the participation of the arbitrators in procedures, including the following information:

- i. Full name of the arbitrator;
- ii. Citizenship;
- iii. Month and year of execution of the Term of procedure initiation and its type;
- IV. Position taken in the procedure;
- V. Responsible for his/her appointment (Parties/Co-arbitrator/MED ARB RB), and
- VI. Procedure status (Ongoing/Suspended/Closed).

11.2.1. Observing the duty of secrecy, information related to the procedure shall not be disclosed, including, but not limited to, the procedure number, names of the parties and their lawyers.

11.3. This Regulation becomes in force on 11/16/2021.

## **APPENDIX I – ARBITRATIONS INVOLVING THE PUBLIC ADMINISTRATION**

12.1. In the arbitration involving entities of the direct and indirect Public Administration, MED ARB RB Arbitration Regulation shall be adopted, without prejudice to the application of the Brazilian legislation on the subject, observing the provisions contained herein.

12.2. The arbitrations involving entities of the direct and indirect Public Administration shall observe the principle of publicity, as set forth in article 2, paragraph 3 of Law no. 9.307/1996, with wording provided by Law no. 13.129/2015.

12.2.1. In the Term of Arbitration, the parties, the Arbitration Court, and the Secretariat of MED ARB RB may regulate the means and the procedure that shall be adopted to operationalize the active and passive publicity of the arbitration procedure, as well as which documents and information may be disclosed to third parties, except for those considered as industrial or business secrecy or those protected by secrecy due to legal provision.

12.2.2. The Arbitration Court shall decide on potential requests of third parties for access to the arbitration procedure or obtainment of information related to it, as well as potential requests of the parties regarding the confidential nature of documents and information.

12.2.3. Regardless of the provisions of Paragraph Two above, the Secretariat of MED ARB RB may inform third parties about the existence of the procedure, its initiation date and the name of parties involved.

12.2.4. Unless otherwise provided in the Term of Arbitration or in a decision of the Arbitration Court, the hearings of the arbitration procedure shall be restricted to the parties and their advocates, as well as the individuals invited to testify.

12.3. In the arbitrations involving an entity of the direct or indirect Public Administration and a private party, such private party shall be liable for the advanced payment of the arbitration Costs and Expenses, including the Arbitration Court fees and other costs related to the production of evidences, when expressly set forth in contractual provision or in the applicable legislation.



12.4. When the advance of the arbitration Costs and Expenses is settled by the private party, the final allocation of the liability for its payment, including potential reimbursement by the entity of the Public Administration involved will be established in the Arbitration Award issued by the Arbitration Court.

## **APPENDIX II – URGENT ARBITRATOR**

13.1. The party that requires urgent measures of any type previously to the establishment of the Arbitration Court (“Urgent Requirement”) may request it to the MED ARB RB Chairman, who will appoint an urgent arbitrator (“Urgent Arbitrator”), except if the parties have already expressly agreed on the prohibition of such procedure in arbitration clause.

13.1.1. The Urgent Requirement may be prepared by any of the parties and may only be accepted if received by the Secretariat of MED ARB RB before the establishment of the Arbitration Court, as provided in MED ARB RB Regulation and according with its procedural rules.

13.1.2. The Urgent Arbitrator shall decide on the requests for urgent injunctions, and their decisions on this matter shall be in force until the Arbitration Court decides on the subject, at the first opportunity, once it is established.

13.2. The Urgent Requirement shall include, at least, the following documents, observing the other procedural formalities of MED ARB RB Regulation:

- a. data of the parties and contact addresses by email;
- b. proof of the arbitration clause and the election of MED ARB RB for such procedure;
- c. description of the circumstances and the subject matters of the arbitration related to the main dispute, as well as need, relevance, and content of the urgent injunction requested, including regarding the demonstration of impossibility of awaiting the establishment of the Arbitration Court;
- d. completeness of the documents and support information to understand the main dispute, the facts and circumstances that prove the situation and support the urgency and the intended injunction;
- e. other information and documents that the party understands as useful for the appropriate analysis and understanding of the situation;
- f. petition for subsequent initiation of the arbitration procedure, under MED ARB RB Regulation, and in order to proceed with the analysis and the settlement of the main dispute, within thirty (30) calendar days, under the penalty of termination of the effects of the injunction eventually approved; and
- g. proof of payment of the costs specific for the Urgent Requirement, as set forth in the Provisions on Experts Fees, Costs, and Expenses of MED ARB RB.

13.3. The MED ARB RB Chairman, on a preliminary basis, shall verify the appropriateness of the Urgent Requirement, and may accept or reject it, notifying the parties on such decision.

13.4. The MED ARB RB Chairman shall appoint an Urgent Arbitrator within forty-eight (48) hours, who shall be included in the List of Arbitration Experts of MED ARB RB, according with the particularities of the case.

13.4.1. The Secretariat of MED ARB RB shall simultaneously notify the appointed Urgent Arbitrator, in order to verify a potential unfeasibility or unavailability, as well as all parties, submitting a full copy of the Urgent Requirement.

13.4.2. The Urgent Arbitrator shall express himself/herself about his/her availability, hindrance, independence, and impartiality within, at most, forty-eight (48) hours by means of the Form of Conflicts of Interest and Availability of MED ARB RB and the Term of Acceptance and Independence, to be submitted by the Secretariat of MED ARB RB from such notice, and the parties, within an equal term, shall submit, if the case may be, the corresponding objections and inquires related to the appointment.

13.4.3. If an objection to the appointment is presented, the procedure shall be suspended until the issue is decided by the MED ARB RB Chairman within a maximum term of forty-eight (48) hours.

13.4.4. In eventual and supervening causes of hindrance of the Urgent Arbitrator, or in case of rejection of the express request of withdrawal due to excessive and unjustified delay for the issuance of decisions or violations of the roles set forth in MED ARB RB Regulation, the MED ARB RB Chairman shall immediately replace such arbitrator within at most forty-eight (48) hours.

13.4.5. Once the preliminary issues are exhausted and once the appointment of the Urgent Arbitrator is confirmed, he/she shall grant a term of up to three (3) business days for statements of the opposing parties, and from the response or end of such term, he/she shall have up to three (3) days to issue a decision on the requested urgent injunction.

13.5. The issues related to the procedure location, language, and provisional schedule shall be decided by the MED ARB RB Chairman upon the appointment of the Urgent Arbitrator, if required, observing the full defense, adversarial, and equal treatment principles of the parties.

13.5.1. The urgent measure may be exceptionally determined without consulting the opposing party, when such condition is absolutely indispensable for its efficacy, with specific rationale for such case.

13.5.2. The procedural order issued with the result of the urgent requirement shall be simultaneously submitted to the parties and to potential third parties affected by it and shall establish the conditions required to ensure its enforcement, including coercive fines and provision of collaterals.

13.5.3. The measures bind the parties and shall be immediately enforced.

13.6. The requests for clarification or complementation of the procedural order shall be directly submitted to the Urgent Arbitrator, with simultaneous copy to the other parties and the Secretariat of MED ARB RB.

13.6.1. The Urgent Arbitrator shall decide on the clarification requests within three (3) business days, and as the case may be, a term for statements of other parties may be opened.

13.7. The jurisdiction of the Urgent Arbitrator shall be terminated once the Arbitration Court is established, which from then on shall have the full jurisdiction on all the subject matters, being competent to modify, revoke, or void any decision previously adopted, including regarding the allocation of the urgent procedure costs.

13.8. The other provisions of MED ARB RB Regulation are fully applicable to the urgent procedure, and the MED ARB RB Chairman is responsible for settling any potential doubts or conflicts of interpretation.



[www.medarbrb.com](http://www.medarbrb.com)

**Address:**

Avenida Angélica, 1761 – 3º andar  
Conj. 33/34 – São Paulo – SP

**Email**

[secretariageral@medarbrb.com](mailto:secretariageral@medarbrb.com)

**Phone**

+55 (11) 4780-7570  
+55 (11) 97461-0905