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**Part One**  
**Arbitral Proceedings and Mediation**

**Chapter I**  
**General Provisions**

**§ 1**  
**Court of Arbitration**

1. The Court of Arbitration at the Polish Chamber of Commerce in Warsaw, hereinafter referred to as the “Court,” the “Court of Arbitration” or the “Court of Arbitration at the PCC,” is a permanent court of arbitration.
2. The seat of the Court is in Warsaw.
3. The internal organization of the Court is set forth in the By-laws enacted by a resolution of the Presidium of the PCC.
4. The Court bears the following names in foreign languages:
  - in English: *The Court of Arbitration at the Polish Chamber of Commerce,*
  - in French: *Cour d'Arbitrage près de la Chambre Polonaise de Commerce,*
  - in German: *Schiedsgericht bei der Polnischen Wirtschaftskammer,*
  - in Russian: *Арбитражный Суд при Польской Хозяйственной Палате.*
5. The Court uses a round seal with its name and seat on it.

**§ 2**  
**Jurisdiction of the Court**

1. The Court of Arbitration at the PCC has jurisdiction if:
  - 1) the parties stipulated in their agreement that any disputes which arose or may arise between them in connection with a specific legal relationship would be resolved by the Court (an arbitration clause designating the Court);
  - 2) the respondent which was served with a statement of claim, along with the claimant’s request for submission to the jurisdiction of the Court, consented in writing to the jurisdiction of the Court;
  - 3) the arbitration clause designating the Court was incorporated into the articles of association or charter of a commercial company, civil partnership or into the by-laws of a cooperative, foundation or association.
2. The parties may decide that any disputes which arose or may arise between them in connection with a specific legal relationship shall be resolved by *ad hoc* arbitration to be administered by the Court of Arbitration at the PCC.
3. The Court of Arbitration at the PCC conducts mediation on the basis of the following:
  - 1) request to conduct proceedings aimed at settling a dispute by consent;
  - 2) mediation agreement;
  - 3) decision by a common court on referring the parties to mediation if neither party objects.

**§ 3**  
**Scope of Jurisdiction**

The parties may submit to the Court for resolution any disputes involving property or non-property rights - which may be subject to an in-court settlement, with the exception of cases involving alimony.

**§ 4**  
**Competence**

1. The Arbitral Tribunal alone shall resolve issues involving the jurisdiction of the Court and the existence, validity (effectiveness) as well as the scope of the arbitration agreement (arbitration clause); mediation agreements shall be resolved only by the mediator.
2. Any objection that the Court lacks jurisdiction should be raised before any step is taken on the merits. The Arbitral Tribunal may, however, consider such objection afterwards if a delay in filing is justified.
3. If the objection that the Court lacks jurisdiction is accepted, the statement of claim shall be rejected at a hearing or at a closed meeting.
4. If it is evident that the Court of Arbitration at the PCC lacks jurisdiction, §30 Sec. 4 shall apply.

**§ 5**  
**Place of Arbitration**

1. The place of arbitration shall be in Warsaw, unless otherwise agreed by the parties.
2. After hearing the parties, the Arbitral Tribunal may determine a different venue as the place of arbitration if this is justified by the subject matter of proceedings, the circumstances of the case or the parties' convenience.
3. Any hearings or other actions may be conducted outside of the place of arbitration, in a venue to be indicated in a decision by the Arbitral Tribunal.

**§ 6**  
**Principles Governing the Proceedings**

1. Unless the parties decide otherwise, they shall be bound by the Rules being in effect on the date of conclusion of the arbitration clause designating the Court. In any event, however, the Arbitral Tribunal, in applying the provisions of the Rules, shall take into account the provisions of the arbitration agreement (arbitration clause) and the principles and manner of conduct before the Court, as agreed by the parties.
2. Unless otherwise agreed by the parties, the provisions of these Rules shall apply to *ad hoc* proceedings.
3. In matters wherein a settlement agreement is permissible, the Arbitral Tribunal should at each and every stage of proceedings seek to reach such settlement.

**§ 7**  
**Equal Treatment of Parties**

1. The Arbitral Tribunal is required to treat all parties equally, by acting in an impartial manner.

2. Each party has the right to make, and the Court is required to hear, any submissions and allegations relevant to the resolution of the case as well as evidence in support thereof or in refutation of any submissions and allegations of the opposing party.

## **§ 8**

### **Governing Substantive Law**

The Arbitral Tribunal shall resolve a dispute pursuant to the law applicable to the relationship concerned and - provided that it was authorized to do so by the parties - pursuant to the general rules of law or equity (*ex aequo et bono*). In each and every case, however, the Arbitral Tribunal shall take into account the provisions of the agreement and the established customs which are applicable to the legal relationship concerned.

## **§ 9**

### **Language of Arbitration**

1. The parties may agree the language – i.e. Polish, English, French, German or Russian – in which the arbitral proceeding shall be conducted. Unless otherwise decided by the parties, the above stipulation shall apply to all written submissions and statements of the parties, to the hearing as well as any rulings and notices of the Court.
2. If the parties fail to agree the language of arbitration, the proceedings shall be conducted in Polish. However, by taking into account the respective positions of the parties and the circumstances of the case, particularly the language of the parties' agreement, other documents adduced as evidence in the case and the language(s) in which witnesses, experts and the parties were heard, the Arbitral Tribunal may decide to use a language other than Polish for specific actions in the proceedings.
3. The Chairman of the Arbitral Tribunal appoints an expert interpreter for the entire proceedings or a part thereof, if the proceedings are conducted in a language other than Polish.
4. The Arbitral Tribunal may decide that every document prepared in a language other than Polish has to be translated into the language of proceedings or demand that the parties to the proceedings append a translation of any documents submitted by them with regard to the case.
5. If the proceedings are conducted in a language other than Polish, any records of a hearing and written submissions filed by the parties or made by the Arbitral Tribunal shall be translated into Polish by a translator approved by the Arbitral Tribunal.
6. The costs of interpretation at a hearing and translation of documents shall be borne by the parties pursuant to the principles laid down by the Arbitral Tribunal.

## **§ 10**

### **Rule of Due Diligence**

In all matters, the Court and the Arbitral Tribunal shall make every effort to ensure that the award issued is effective and enforceable within the meaning of applicable provisions governing the recognition and enforcement of arbitral awards.

## **§ 11**

### **Service of Letters and Written Notices**

1. Letters and written notices in arbitral proceedings shall be served upon a party and, if the party appointed a legal representative or an attorney for service of process, they shall be served upon such legal representative or attorney.
2. Unless otherwise decided by the parties, each letter and written notice in arbitral proceedings shall be deemed served if it has been delivered to the recipient in person or delivered to his seat, regular place of residence or to the mailing address indicated by him.
3. If the recipient is an entrepreneur or other entity recorded in the relevant court register or other public register, any letter and written notice shall be deemed served if it reached the address indicated in the register, unless the party concerned indicated a different address for service.
4. If none of the places mentioned in the preceding paragraphs can be established by acting with due diligence, each letter and written notice shall be deemed served if it was sent to the last-known address of the recipient's seat or its last-known regular place of residence. In such event, it is deemed that a given document was served on the last day of the period in which the recipient could collect it.

## **§ 12**

### **Confidentiality of Proceedings**

1. Any proceedings before the Court shall be confidential.
2. All participants in proceedings before the Court shall abide by the principle of confidentiality, taking into account the extent that the parties agreed the said principle in an agreement or in their mutual declarations, submitted to the Court in writing or appended to the record of the hearing. The parties may agree that the very fact of commencement of proceedings shall be deemed confidential.

## **§ 13**

### **Excluding the Possibility of Raising Objections**

If the provisions of these Rules or the manner of conduct agreed by the parties are contravened, it shall be deemed that a party which was aware of such contravention and failed to raise an objection immediately or at any other time agreed by the parties has waived its right to object to such contravention in proceedings before the Court.

## **§ 14**

### **Liability**

The Polish Chamber of Commerce, its employees, the governing bodies of the Court, its arbitrators, mediators and employees shall not be held liable for any damages arising out of any acts or omissions in connection with the arbitration or mediation proceedings, unless such damage was caused intentionally.

## **§ 15**

### **Substitution for President of the Court**

If the President of the Court cannot undertake actions stipulated for him in these Rules or if he is absent, the President of the Arbitral Council shall undertake the said actions in his stead.

## **Chapter II** **Arbitrators and Mediators**

### **§ 16** **Qualifications of an Arbitrator and Mediator**

1. A natural person having full capacity for acts in law and enjoying full civil rights can become an arbitrator and/or mediator.
2. Arbitrators and mediators shall be impartial and independent and shall perform their duties according to their best knowledge and skills, in compliance with the “Code of Ethics for Arbitrators and Mediators of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.”
3. Arbitrators and mediators cannot undertake to perform their duties if the circumstances of a given case give rise to justified doubts as to their impartiality or independence and if they do not possess the qualifications specified in the parties’ agreement. For the same reasons, arbitrators and mediators can be recused under the procedure and principles set forth in § 25.
4. A statement of non-acceptance of appointment must be transmitted in writing by an arbitrator or mediator to the President of the Court or - if the replacement is nominated – to the President of Arbitral Council, so that another arbitrator/mediator may be appointed/nominated.
5. An arbitrator and/or mediator submits a written statement of independence and impartiality before being provided with the case file.
6. An arbitrator and/or mediator shall be required to disclose to the arbitrators and the parties any such circumstances as may give rise to doubts as to their independence or impartiality, most notably their direct links to, and professional contacts with, the parties or related entities as well as legal representatives of the parties and their law offices or the companies in which they practice their profession if such links or contacts have occurred during the last three years.
7. Unless otherwise decided by the parties, a mediator cannot participate as an arbitrator or a legal representative of a party in arbitral proceedings in a case that was subject to mediation.

### **§ 17** **Lists of Arbitrators and Mediators**

1. The Court maintains the “List of Arbitrators Recommended by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw,” hereinafter referred to as the “List of Arbitrators,” and the “List of Mediators Recommended by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw,” hereinafter referred to as the “List of Mediators.”



2. The List of Arbitrators and the List of Mediators may include only natural persons having full capacity for acts in law, impeccable moral character, enjoying full civil rights and possessing qualifications useful to perform the duties of arbitrator or mediator.
3. The Arbitral Council, acting at the request of the President of the Court, makes a decision on including arbitrators and mediators in, and striking them from, the List of Arbitrators and the List of Mediators
4. The List of Arbitrators and the List of Mediators should include the following: name and surname of the arbitrator or mediator; university degree and professional titles; occupation and place of occupation; command of foreign languages; as well as description of other qualifications and skills useful in arbitral or mediation proceedings. Arbitrators and Mediators shall also provide their personal data for internal use of the Court.

### **§ 18**

#### **Prohibitions Relating to Arbitrators and Mediators**

1. A person included in the List of Arbitrators cannot appear before the Court as a legal representative of a party to any proceedings.
2. The President of the Court and members of the Arbitral Council may not be appointed by the appointing authority as arbitrator or mediator, nor may they appear before the Court as a legal representative of a party to any proceedings.
3. The Secretary General of the Court, Deputy General Secretaries of the Court and employees of the Court of Arbitration may not perform the duties of arbitrator or mediator, nor may they appear before the Court as a legal representative of a party to any proceedings.

### **§ 19**

#### **Arbitral Tribunal**

1. The term "Arbitral Tribunal" shall mean three arbitrators appointed/nominated to resolve a dispute pursuant to the provisions of the arbitration agreement and these Rules.
2. The Arbitral Tribunal shall be composed of the sole arbitrator:
  - a) in cases where the amount in dispute does not exceed PLN 40,000,00 or the equivalent thereof in any other currency, unless the parties mutually decide that the case will be heard by an Arbitral Tribunal composed of three arbitrators;
  - b) if the parties so agreed or if, in the absence of such agreement of the parties, the Arbitral Council so decided on the justified motion of any of the parties or *ex officio*, provided that such *ex officio* decision is warranted by the circumstances of the case.

### **§ 20**

#### **Parties' Right to Appoint Arbitrators**

1. The parties may appoint as arbitrator any natural person who meets the requirements stipulated in these Rules.
2. The sole arbitrator and the Chairman of the Arbitral Tribunal can be appointed solely from among the persons included in the List of Arbitrators.
3. Any party appointing any arbitrator from outside the List of Arbitrators shall be required to provide his name, surname, address and occupation. The party may also provide any other qualifications and skills of the arbitrator so appointed.
4. A party may appoint a replacement arbitrator in the event that:

- a) the arbitrator concerned refuses the appointment for the reasons cited in § 16 Sec. 3;
- b) the appointment of the arbitrator expires.

**§ 21**  
**Default Appointment**

1. If an arbitrator is not appointed by a party/parties or if the sole arbitrator or Chairman of the Arbitral Tribunal is not appointed, or in other cases specified in these Rules, the Arbitral Council shall appoint the arbitrator from among the persons included in the List of Arbitrators.
2. In appointing an arbitrator, the Arbitral Council shall take into account the qualifications which an arbitrator, the sole arbitrator or Chairman of the Arbitral Tribunal should possess under the agreement of the parties as well as any other circumstances which may be relevant to the appointment of an independent and impartial person qualified to consider and resolve a dispute between the parties.
3. In appointing an arbitrator/arbitrators in a dispute between parties being citizens of various countries or having their place of residence or seat in various countries, the Arbitral Council shall take into account the citizenship, place of residence and other links to these countries which the arbitrator/arbitrators may have. Unless neither party objects to it within the time limit set by the Arbitral Council, the Chairman of the Arbitral Tribunal and the sole arbitrator may not have any links to any of these countries.

**§ 22**  
**Principles for Appointing Arbitrators**

1. The Secretary General of the Court shall invite each party to appoint an arbitrator within no more than three weeks. At the same time, the Secretary General of the Court shall send the List of Arbitrators to the parties. If no arbitrator is appointed by the party/parties, the Arbitral Council shall nominate the arbitrator/arbitrators.
2. The Secretary General of the Court shall invite the arbitrators appointed by the parties or nominated by the Arbitral Council in the party/parties' stead, to appoint Chairman of the Arbitral Tribunal within two weeks. If the arbitrators fail to appoint Chairman of the Arbitral Tribunal, the Arbitral Council shall nominate Chairman of the Arbitral Tribunal.
3. If the parties agreed that a specified third party is to appoint an arbitrator or Chairman of the Arbitral Tribunal, and the said third party has failed to so appoint within the time limit fixed by the parties or – in the absence of such time limit – within one month after the Secretary General has invited the said third party to make the appointment, the arbitrator or Chairman of the Arbitral Tribunal shall be nominated by the Arbitral Council, unless otherwise decided by the parties.
4. If the Arbitral Tribunal is composed of the sole arbitrator, the Secretary General of the Court shall invite the parties to agree and appoint the said arbitrator. The provision of Sec. 1 shall apply *mutatis mutandis*.

**§ 23**  
**Multiple Parties**

1. If there is more than one person acting as claimant or respondent, such persons jointly appoint one arbitrator within the time limit fixed in § 22 Sec.1.

2. If not appointed under the procedure set forth in Sec. 1, the arbitrator shall be appointed by the Arbitral Council.
3. Any summonses or other communications from the Court and the parties shall be addressed to all persons acting as claimant or respondent and, where the said persons have appointed their attorneys for service of process, the same shall be addressed to such attorneys.

#### **§ 24**

##### **Agreement with Arbitrator**

1. The Secretary General of the Court shall conclude an agreement with an arbitrator (the "Agreement with an Arbitrator"), whereby the latter shall undertake to duly fulfill the duties of arbitrator for a remuneration.
2. In the event of a refusal or inability to conclude the agreement referred to in Sec.1, the procedure set forth in §22 shall apply *mutatis mutandis*; provided, however, that the arbitrator shall be nominated by the Arbitral Council.

#### **§ 25**

##### **Challenge of arbitrator**

1. An arbitrator can be challenged only if there are circumstances giving rise to justified doubts about his independence or impartiality and/or if he lacks the qualifications specified in the parties' agreement or in these Rules. If the parties fail to determine the mode of operation concerning the challenge of an arbitrator, the provisions of these Rules shall apply.
2. The party challenging an arbitrator shall file a written request with the Arbitral Council through the Secretary General of the Court, citing the circumstances justifying its demand (grounds for challenge).
3. A party can challenge an arbitrator within two weeks after becoming aware of the grounds for such challenge. Upon lapse of this period, the party shall be deemed to have waived its right to challenge an arbitrator on such grounds.
4. A party can challenge the arbitrator whom the party itself has appointed, or participated in the appointment thereof, only on the grounds of which it learned after the arbitrator's appointment.
5. The Secretary General of the Court shall provide the other party and the arbitrators with a copy of the challenge of an arbitrator, so that they may express their position on the contents of the motion within the time limit fixed, not exceeding two weeks.
6. The Arbitral Council decides on the challenge of an arbitrator in the form of a decision requiring no justification.
7. Submission of a challenge of an arbitrator shall not affect the conduct of proceedings, unless otherwise decided by the Arbitral Tribunal.

#### **§ 26**

##### **Replacement of Arbitrator and Continuation of Proceedings**

1. An arbitrator shall be replaced in the event of his death, resignation, challenge, removal by the parties or by the Arbitral Council by way of a decision and in the event of a refusal or inability to conclude the Agreement with an Arbitrator.

2. An arbitrator may resign at any time by filing a statement with the President of the Court and giving the reasons for such resignation therein. If such resignation is made for no important reasons, the arbitrator shall be liable for any resulting damage.
3. The parties may at any time remove any arbitrator by submitting a joint statement in writing to the President of the Court. If there is more than one person acting as claimant or respondent, a joint statement of the majority of such persons is required.
4. Each party may request that the Arbitral Council issue a decision on removing an arbitrator who is not fulfilling his duties in due fashion, most notably if it is evident that the arbitrator will not perform his tasks in a timely manner, or if he delays the performance of such tasks without any valid reason.
5. The President of the Court shall make a decision on the re-appointment of an arbitrator by a party, the parties or the arbitrators; the President of the Arbitral Council shall make a decision on the re-appointment of an arbitrator by the Arbitral Council.
6. The Arbitral Tribunal shall make a decision on repeating a part or the whole of proceedings with the participation of a new arbitrator.
7. In case of the second resignation or removal by the parties or the Arbitral Council of an arbitrator having been appointed by one and the same party, the other party may, within one week after the day it has learned of the arbitrator's resignation or removal, demand that the Arbitral Council nominate an arbitrator in that party's stead. The above provision shall also apply in the event of any further resignation or removal of an arbitrator.

### **Chapter III**

#### **Proceedings before the Court**

##### **§ 27**

##### **Commencing Arbitration**

1. Arbitral proceedings are commenced by filing a statement of claim.
2. If an award of the Court of Arbitration is set aside by a common court, the proceedings in the case are resumed at the request of one of the parties.
3. If a common court suspends the proceedings to set aside an award of the Court of Arbitration, in order to remove the grounds for setting aside the said award the Arbitral Tribunal resumes the proceedings in the case at the request of one of the parties.

##### **§ 28**

##### **Conservatory and Interim Measures**

1. Unless otherwise agreed by the Parties, the Arbitral Tribunal may, on the motion of a party which has substantiated the claim being asserted, decide to secure a claim in any manner it may find appropriate in view of the subject matter of the dispute. The Arbitral Tribunal shall issue a decision along with a justification and may make the execution thereof contingent upon the party concerned posting appropriate security.
2. The decision referred to in Sec. 1 is enforceable after an *exequatur* is granted by the common court and may be amended or set aside by the Arbitral Tribunal on the motion of a party.
3. The parties may file requests for conservatory measures with a common court and to secure evidence in connection with the arbitration pending. Submission of such requests by parties to arbitration proceedings shall not be deemed contrary to the arbitration

agreement. The parties are required to inform the Court in writing of any conservatory measure so obtained.

4. At the request of a party, the Arbitral Tribunal may decide to secure evidence if it is necessary due to the circumstances of the case. A decision on securing evidence requires justification.

## **§ 29**

### **Statement of Claim**

1. A party files a statement of claim with the Court in the language of proceedings and, whenever Polish is not the language of proceedings, together with a translation into that language, by attaching the necessary number of copies for each of the respondents and for each arbitrator.
2. A statement of claim should:
  - 1) name the parties to the proceedings and indicate their respective addresses, and – in the case of entrepreneurs, cooperatives, foundations and associations – include excerpts from the court register or any other public register;
  - 2) indicate the arbitration agreement (arbitration clause) or any other ground for the jurisdiction of the Court;
  - 3) specify the amount in dispute;
  - 4) specify exactly the claim, together with the reasons, and cite evidence in support of the circumstances alleged.
3. A statement of claim may also name the arbitrator appointed by the party concerned, contain a motion for the case to be heard by the sole arbitrator or a motion for an arbitrator to be nominated by the Arbitral Council.
4. If a party appoints a legal representative, the statement of claim should be accompanied by the original or a certified copy of a power of attorney, together with the address of the legal representative.
5. If the parties do not agree otherwise, the statement of claim can be modified or supplemented during the course of proceedings, unless the Arbitral Tribunal deems it impermissible.
6. Withdrawal of a statement of claim without waiving the claim is effective after the other party has expressed consent or if it had occurred before the hearing was scheduled.
7. If the claimant withdraws the statement of claim and waives its claim before the Chairman of the Arbitral Tribunal or the sole arbitrator is appointed, the President of the Court shall discontinue the proceedings.

### **§ 30**

#### **Payments and Curing Deficiencies in the Statement of Claim**

1. The Secretary General of the Court shall call upon the claimant to pay within the fixed time limit not exceeding three weeks a registration fee and an arbitration fee; and if the statement of claim does not meet the requirements set forth in § 29 Sec. 1 and 2, he shall call upon the claimant to cure its deficiencies. The fees are specified in the “Schedule of fees for services of the Court of Arbitration at the Polish Chamber of Commerce,” hereinafter referred to as the “Schedule of fees,” in effect on the day the statement of claim is filed.
2. If the claimant fails to cure deficiencies in the statement of claim or fails to pay in full the registration fee and/or the arbitration fee within the time limit referred to in Sec. 1, the Secretary General of the Court shall order the statement of claim returned.
3. If the claimant fails to name the arbitrator in the statement of claim, the Secretary General shall invite the claimant to nominate the arbitrator in accordance with § 22 Sec. 1.
4. If it is evident that the Court of Arbitration at the PCC lacks jurisdiction, the Secretary General shall immediately, without resolving the issues of the existence, validity (effectiveness) and scope of the arbitration agreement (arbitration clause), bring it to the attention of the claimant, calling upon the claimant to express its position in writing within the fixed time limit not exceeding three weeks. If the claimant does not reaffirm the statement of claim, the case shall be regarded as not having been initiated. If the claimant reaffirms its position on the jurisdiction of the Court of Arbitration at the PCC and the time limit fixed expires to no effect, Sec. 1 shall apply.
5. In the case of justifiable doubts, the Arbitral Tribunal may determine the actual amount in dispute. The provisions of Sec. 1 and 2 shall apply *mutatis mutandis*.

### **§ 31**

#### **Submissions During the Course of Proceedings**

1. The parties shall submit to the Court the same number of copies of any written submissions during the course of proceedings as in the event of the statement of claim.
2. After the Arbitral Tribunal is appointed, a party is required to deliver the copies of any written submissions, including any attachments thereto, directly to the opposing party.

### **§ 32**

#### **Statement of Defence**

1. Following commencement of proceedings and payment of the registration and arbitration fees, the Secretary General of the Court shall serve the respondent with the statement of claim, along with these Rules and the List of Arbitrators, and shall invite the respondent to file the statement of defence within the fixed time limit. The Secretary General of the Court shall inform the respondent that the claimant has appointed its arbitrator and invite it to nominate its arbitrator in compliance with these Rules.
2. After the arbitrators appointed submit the statements referred to in §16 Sec. 5, the Secretary General of the Court shall immediately hand over the case file to the arbitrators.
3. The lack of a statement of defence shall not halt the proceedings.

### § 33

#### Counterclaim and Set-off Claim

1. Until closing of the first hearing, the respondent may file a counterclaim if the respondent's counterclaim is related to the claim of the claimant or if it can be set off and if the Court is competent to hear such counterclaim.
2. The provisions of these Rules governing a statement of claim shall apply to any counterclaim *mutatis mutandis*. The Arbitral Tribunal appointed to hear the main claim shall examine the counterclaim.
3. Until the hearing is closed, the respondent may claim a set-off if the respondent's claim is fit for a set-off against the claimant's claim.
4. At the request of the parties, made before the hearing is closed, the Arbitral Tribunal may decide on combining, for joint consideration, a claim brought to the Court of Arbitration at the PCC in a different case between these parties if the case in question is heard by an Arbitral Tribunal composed of the same arbitrators.

### § 34

#### Admitting Third Party to Participate in Pending Proceedings

1. A third party may be allowed to participate in pending arbitral proceedings with the consent of the parties, pursuant to a decision by the Arbitral Tribunal.
2. The Secretary General of the Court shall invite the person named in the decision of the Arbitral Tribunal to timely pay an arbitration fee in the amount specified in the "Schedule of fees" being in effect on the day the statement of claim is filed. If the said third party fails to pay the arbitration fee within the time limit fixed, it shall not be allowed to participate in the proceedings.
3. A third party is not entitled to appoint an arbitrator.

### § 35

#### Suspension of Proceedings

1. The Arbitral Tribunal shall suspend proceedings at the joint request of the parties.
2. The Arbitral Tribunal may, not earlier than after the statement of defence is filed or after the time limit for filing the said statement expires to no effect, suspend the proceedings:
  - 1) at the request of the claimant;
  - 2) at the request of the respondent due to other pending proceedings on the outcome of which the resolution of the case depends;
  - 3) *ex officio* if there are circumstances preventing the case from being continued.
3. The Arbitral Tribunal may decide to resume the proceedings at the request of a party, or *ex officio* if the reason for suspension of proceedings has ceased to exist. However, the Arbitral Tribunal may resume proceedings suspended due to the reason specified in Sec. 2 Clause 2 according to the circumstances, also prior to the final termination of the proceedings due to which such stay occurred.
4. The Arbitral Tribunal may, by way of a decision, discontinue suspended proceedings at the request of the parties or a party if:
  - 1) the parties file a joint motion to this effect;
  - 2) neither party files a motion to resume the proceedings before lapse of one year from the date of issuance of a decision on suspension, nor does it object within this time-frame to the discontinuance thereof.

5. The Arbitral Tribunal shall decide to discontinue the proceedings whenever three years have elapsed since the suspension thereof.

### **§ 36 Hearing**

1. The Arbitral Tribunal shall examine the case at a hearing, unless the parties agree that the proceedings will be conducted without any hearing being scheduled or if the parties exhaustively present all such circumstances as they deem relevant to the defense of their rights, and the Arbitral Tribunal finds the case to be sufficiently clarified to be resolved without any hearing being scheduled. The Arbitral Tribunal shall consider the case at a hearing if so requested by one of the parties which did not agree that the proceedings would be conducted without a hearing being scheduled.
2. The hearing shall be non-public. In addition to the parties and their legal representatives, the hearing can be attended only by the persons summoned and, with the consent of the parties and the Arbitral Tribunal, by other persons as well – no more than two persons to be indicated by each party. The hearing may be attended by the President of the Court, the Secretary General and members of the Arbitral Council.
3. The Chairman of the Arbitral Tribunal shall fix the date of the hearing. The Chairman shall issue orders necessary to prepare the hearing, so that the case, insofar as possible, may be resolved after the first hearing. The Secretary General of the Court shall notify the parties of the date and place of the hearing.
4. The Chairman shall preside over the hearing. The sole arbitrator shall have the rights of the Chairman and of the Arbitral Tribunal itself.
5. The absence at a hearing of a party or its legal representative, duly notified thereof, does not halt the proceedings.

### **§ 37 Evidence**

1. The Arbitral Tribunal shall exercise its own judgment to make decisions about evidentiary motions of the parties. In particular, the Arbitral Tribunal may take evidence from documents, by inspection, through hearing witnesses and the parties, from experts' opinions as well as any other evidence it may deem necessary for the matter to be clarified. The Arbitral Tribunal may also demand that the parties deliver the relevant information to an expert and submit or provide any documents or other objects for examination.
2. Unless otherwise agreed by the parties, after submitting his opinion, an expert shall, at the request of a party or if the Arbitral Tribunal deems it necessary, participate in a hearing in order to provide explanations and answer any questions of the parties and of the Arbitral Tribunal.
3. The Arbitral Tribunal shall assess the reliability and strength of evidence in its own judgment, after having considered the material in a comprehensive manner. On that basis, the Arbitral Tribunal shall assess how to react to any refusal by a party to produce evidence or to any obstacles a party may put in the way of evidence being taken.
4. If there is a need to take any evidence outside of the place of hearing, the Arbitral Tribunal may entrust this task to one of the arbitrators. The parties and their legal representatives are entitled to participate in the conduct of evidentiary proceedings by an arbitrator designated by the Arbitral Tribunal.



5. If need be, the Arbitral Tribunal may request that the court of competent jurisdiction take any evidence or perform any such action as the Arbitral Tribunal itself cannot perform.
6. The Court shall charge advance payments on any actions carried out by the Arbitral Tribunal pursuant to the “Schedule of fees” being in effect on the day the statement of claim is filed.

### **§ 38**

#### **Record of Oral Hearing**

1. Records are prepared from the course of a hearing and other actions by the Arbitral Tribunal or any actions performed by an arbitrator designated by the Arbitral Tribunal pursuant to § 37 Sec. 4. The Secretary General of the Court shall designate the recording clerk.
2. The record shall be prepared in the language of proceedings, unless otherwise agreed by the parties. The recording clerk and the Chairman of the Arbitral Tribunal shall sign the record.
3. The course of actions included in the record may be recorded by means of any recording equipment registering sound and/or vision; in such case, all participants should be given advance notice thereof.
4. The Court shall issue to the parties and their legal representatives – at their request – any copies of the record with acknowledgement of receipt and shall provide them with the opportunity to review the case file during business hours.
5. A party may demand that the Court correct or supply missing information in the record - not later, however, than at the next meeting; and – in the case of a transcript from a hearing at which the hearing was closed – by the time the award is served upon the party.

### **§ 39**

#### **Closure of a Hearing**

1. The Chairman of the Arbitral Tribunal closes a hearing when the Arbitral Tribunal deems the case sufficiently clarified or if he finds that the parties could present any and all circumstances which they deem relevant to the defense of their rights.
2. The Chairman of the Arbitral Tribunal may reopen a hearing if, prior to the issuance of an award, the Arbitral Tribunal deems it necessary.

### **§ 40**

#### **Discontinuance of Proceedings**

1. Other than in the instances referred to in § 29 Sec. 7, § 35 Sec. 4 and 5 and § 46 Sec. 1 Clause 1, the Arbitral Tribunal shall issue a decision on discontinuance of proceedings if:
  - 1) the claimant has withdrawn the statement of claim, unless the respondent objects and the Arbitral Tribunal has found that the respondent has a legal interest in the resolution of the dispute;
  - 2) any further proceedings have become redundant or unfeasible.
2. The President of the Court shall issue a decision on discontinuance of proceedings prior to the appointment/nomination of the Arbitral Tribunal.

## **Chapter IV Awards and Decisions**

### **§ 41 Court Rulings**

1. The Arbitral Tribunal decides upon a case by issuing an award. The award shall be binding upon the parties, which undertook to execute it by submitting the dispute for resolution to the Court of Arbitration at the PCC.
2. The President of the Court and the Arbitral Tribunal shall issue decisions in cases specified in these Rules and in other cases not requiring an award to be issued.

### **§ 42 Awards**

1. An award should be issued within one month following closure of the case. The Secretary General of the Court may, *ex officio* or on the motion of the Chairman of the Arbitral Tribunal, extend the above time limit by a specified period of time if this is necessary due to the complexity of the problems to be resolved or due to other circumstances of the case.
2. The Arbitral Tribunal shall issue an award after holding *in camera* deliberations involving a discussion and a vote on the award and, if need be, also on the fundamental reasons for the resolution. The award shall be made by the majority of votes. If one of the arbitrators refuses to participate in a vote, the other arbitrators may hold a vote without him.
3. An arbitrator who does not agree with the majority in a vote may issue a dissenting opinion, making the relevant annotation besides his signature on the award. The said arbitrator may also append a justification for his dissenting opinion to the case file, which should be prepared within the same time as the justification for the award.
4. The President of the Court may demand that the Chairman of the Arbitral Tribunal provide the reasons for the Arbitral Tribunal' failure to issue the award within the time limit fixed in Sec. 1, also when the said time limit was extended by the Secretary General.

### **§ 43 Contents of an Award**

An award should:

- 1) name the arbitrators and the parties as well as the date and place of issuance of the award;
- 2) grounds for the jurisdiction of the Court (cite the clause submitting the dispute to the Court);
- 3) contain a decision on all demands made in the statement of claim and on any demands made in the course of proceedings, together with a justification covering the reasons for which the Arbitral Tribunal issued the award;
- 4) contain a decision on the costs of the proceedings and attorney's fees per one legal representative, according to his or her workload, up to the maximum amount of half of the arbitration fee in the case – however, not to exceed PLN 100,000,00 or the equivalent thereof in another currency - to be determined according to the average foreign exchange rate of the PLN to other currencies, announced by the National Bank of Poland on the day preceding the award;
- 5) at the request of a party – it should contain a decision on the costs of travel and accommodations of the arbitrators, which encumber the said party and which are

deducted from the advance payment with which it was charged by the Court to cover arbitration costs.

#### **§ 44**

#### **Partial Award and Preliminary Award**

1. The Arbitral Tribunal may issue a partial award if a part of the demand or only some demands of the statement of claim or counterclaim can be resolved.
2. By issuing a partial award, the Arbitral Tribunal may also adjudicate the entire relief requested in the statement of claim or counterclaim.
3. The Arbitral Tribunal may issue a preliminary award, finding the claim justified in principle and continuing the proceedings (hearing) as to the disputed amount in the relief requested.
4. Submission of a motion to set aside a partial or preliminary award shall not halt further proceedings in the case.

#### **§ 45**

#### **Form, Signature, Date and Delivery of an Award**

1. An award is made in writing and delivered to the parties to the proceedings following payment of all costs of suit.
2. The original copy of the award and all copies thereof must bear the signatures of all members of the Arbitral Tribunal or at least two members of the same, specifying the reason for the lack of a signature of any of them, as well as bear the signatures of the Secretary General of the Court and the President of the Court and the seal of the Court.
3. In signing the award, the Secretary General of the Court and the President of the Court state that the Arbitral Tribunal was appointed in accordance with these Rules and that the signatures of members of the Arbitral Tribunal are authentic.
4. The date of signature of the award by the sole arbitrator shall constitute the date of the award; if the Arbitral Tribunal is composed of three arbitrators – the date of signature of the second arbitrator shall constitute the date of the award.
5. Prior to signing the award, the President of the Court may, without interfering in the merits of the decision, hand over the award to the Chairman of the Arbitral Tribunal to make the necessary formal corrections and to rectify evident mistakes.

#### **§ 46**

#### **Ruling in the Case of a Settlement Agreement**

1. If, after appointing the Chairman of the Arbitral Tribunal or the sole arbitrator, the parties conclude a settlement, the Arbitral Tribunal shall:
  - 1) issue a decision on discontinuance of proceedings;
  - 2) at the request of the parties give the settlement agreement the form of an award.
2. The essentials of the settlement agreement concluded before the Court should be incorporated into the record and certified by the signatures of the parties.
3. The provision of Sec.1 Clause 2 shall apply, in particular, to those settlement provisions which can be enforced within the meaning of the provisions of the Polish Code of Civil Procedure on enforcement proceedings or which are subject to recognition or declaration of enforceability pursuant to the relevant provisions on the recognition and enforcement of arbitral awards and settlements concluded before arbitration courts.

## **§ 47**

### **Correction and Interpretation of an Award**

1. A party may, within two weeks following receipt of the award, file a motion, delivering a copy thereof to the other party, to:
  - 1) resolve any doubts as to the contents of the award (interpretation of the award);
  - 2) rectify any inaccuracies, clerical or accounting errors or any other evident mistakes in the text.
2. The Arbitral Tribunal may also correct an award *ex officio*.
3. Mention of correction of the award under a decision of the Arbitral Tribunal is made on the original copy of the award and on any copies thereof. Any further copies of the award shall be issued along with the corrections.
4. Any interpretation of the award by the Arbitral Tribunal shall constitute an integral part thereof.

## **§ 48**

### **Supplementing an Award**

1. A party may, within one month following receipt of the award, file a motion, delivering a copy thereof to the other party, to decide upon any such demands made in the statement of claim or in the proceedings as the Arbitral Tribunal failed to adjudicate in its award (supplement the award).
2. If the Arbitral Tribunal deems the motion well founded, it shall issue a supplemental award within no more than one month following submission of the motion. § 42 Sec. 1 sentence 2 shall apply *mutatis mutandis*.
3. The Arbitral Tribunal shall also issue an additional award in the event of resumption of proceedings pursuant to § 27 Sec. 3, after the actions indicated by a common court have been performed. The provision of Sec. 2 shall apply *mutatis mutandis*.

## **§ 49**

### **Publication of Awards**

The Arbitral Council may express consent to publication of an award in whole or in part, ensuring the anonymity of, and respect for, the will of the parties to the proceedings.

## **Chapter V** **Mediation**

## **§ 50**

### **Commencement of Mediation Proceedings**

1. Prior to the commencement of proceedings before an arbitration court or a common court, a party to the dispute may request that the Court of Arbitration at the PCC conduct, pursuant to these Rules, proceedings aimed at settling amicably the dispute specified in the request for mediation.
2. A request for mediation should name the parties, specify the relief requested along with the circumstances warranting it, bear the signature of the party and enumerate the attachments.

If the parties concluded a mediation agreement in writing, a copy thereof should be attached to the request.

### **§ 51**

#### **Payment of Mediation Fee and Demand the Other Party**

1. The Secretary General of the Court shall call upon the petitioner to pay within the time limit fixed – not exceeding three weeks – the registration fee and half of the mediation fee in the amount specified in the “Schedule of fees” being in effect on the date of submission of the request; if the motion does not meet the requirements laid down in §50 Sec. 2, the General Secretary of the Court shall call upon the petitioner to cure the deficiencies.
2. Following payment of the fees by the petitioner, the Secretary General of the Court shall deliver the request to the opposing party and call upon it to submit a statement on its consent to participation in mediation proceedings and to pay half of the mediation fee within the time limit fixed not exceeding three weeks.
3. If the opposing party does not consent for mediation proceeding to be conducted, the mediation fee paid by the petitioner shall be returned thereto.

### **§ 52**

#### **Mediator**

1. After the opposing party consents to mediation proceedings and pays half of the mediation fee, the Secretary General shall invite the parties to appoint the mediator within no more than three weeks, at the same time sending the List of Mediators to the parties.
2. If the parties do not appoint the mediator, the Arbitral Council shall nominate the mediator from among the persons included in the List of Mediators.
3. The provisions of § 20 Sec. 4, § 21 Sec. 2 and 3, § 22 Sec. 3, § 24-25 and § 26 Sec. 1-5 relating to arbitrators shall apply to the mediator *mutatis mutandis*; provided, however, that the mediator shall be entitled to the rights of the Arbitral Tribunal.

### **§ 53**

#### **Mediation Proceedings**

1. Following receipt of the case file regarding the dispute, the mediator shall organize a mediation meeting, hear the parties and provide the parties with proposals for settling the dispute amicably.
2. Prior to, or during the course of, the mediation meeting, the mediator may deal with the parties jointly or with each of them separately, in order to persuade them to conclude a settlement.
3. The mediator should make efforts to ensure that the mediation proceedings are completed at the first meeting, unless otherwise decided by the parties and the mediator.
4. No statements, explanations or motions of the parties made during the mediation meeting in connection with the possibility of settling the dispute amicably can be taken into consideration in arbitration or court proceedings, unless otherwise decided by the parties.

**§ 54**

**Completion of Mediation Proceedings**

1. If the parties agree to conclude a settlement agreement, the mediator shall draw up a record containing the terms and conditions and the body of the settlement agreement. Mediation proceedings are completed upon the signature of the record by the parties and the mediator.
2. If mediation does not result in a settlement being concluded by the parties, mediation proceedings are terminated after the mediator appends to the case file his statement in writing to the effect that no settlement has been reached.

**§ 55**

**Giving the Settlement Agreement the Form of an Award**

1. Upon the joint request of the parties to give the settlement reached in the mediation proceedings the form of an award, the Arbitral Council shall appoint the mediator as an arbitrator authorized to issue an award.
2. The Secretary General of the Court shall call upon the parties to pay within the time limit not exceeding three weeks the arbitration fee due to the Court for resolving the dispute, taking into account any mediation fees paid. The amount of the arbitration fee is specified in the “Schedule of fees” being in effect on the date of submission of the motion.
3. The provisions of § 41-45 and § 47-48 of these Rules shall apply to an award issued as a result of mediation proceedings *mutatis mutandis*.

**Part Two**  
**Resolution of Disputes Involving Infringement of Rights in Result of Registration of the**  
**Internet Domain Name “.pl”**

**Chapter I**  
**General Provisions**

**§ 56**

**Application of Provisions of these Rules**

1. The provisions of Part Two shall apply to proceedings on infringement of rights, which arose in result of registration of the Internet domain name “.pl.”
2. In matters not regulated separately by the provisions of Part Two, the provisions of Part One shall apply
3. In the proceedings referred to in Sec. 1 it is impermissible to assert other claims against the holder of the Internet domain “.pl”; however, this does not preclude such claims from being asserted in separate proceedings.
4. The Rules of the Court of Arbitration at the PCC shall apply if at least one of the parties has its seat or place of residence in the Republic of Poland.
5. If the disputants involve only natural or legal persons or unincorporated organizational entities having their place of residence or seat outside of the Republic of Poland, the relevant provisions of WIPO Expedited Arbitration Rules for Domain Name Dispute Resolution under.pl (WIPO – World Intellectual Property organization with its registered office in Geneva, Switzerland) shall apply.
6. Within the meaning of the provisions of Part Two, the term “Arbitrator” shall mean the Arbitral Tribunal composed of one or three arbitrators, pursuant to § 63.

**§ 57**

**Jurisdiction of the Court and Governing Law**

1. The parties may submit to the Court of Arbitration at the PCC any disputes on infringement of rights, which arose in consequence of registration of the Internet domain name “.pl.”
2. The disputes referred to in Sec. 1 shall be resolved in accordance with the law in effect in the Republic of Poland.

**§ 58**

**Language of Proceedings**

1. The proceedings provided for in the provisions of Part Two shall be conducted in Polish, unless the arbitrator decides otherwise on the joint motion of the parties.
2. Any documents drawn up in languages other than Polish shall be accompanied by Polish translations, unless the arbitrator decides otherwise on the joint motion of the parties.
3. Any awards or decisions shall be rendered in Polish.

## **§ 59**

### **Delivery**

1. Any letters or notices in proceedings conducted pursuant to the provisions of Part Two shall be delivered to the recipient by electronic mail, unless the said provisions require delivery in other form.
2. A request for mediation, the final pre-trial demand, the statement of claim and an answer to the statement of defence shall be delivered in writing.
3. To the extent that any writings or notices may be delivered by electronic mail, any delivery made in other form shall be effective if:
  - a) the parties have agreed to such form of delivery;
  - b) the Arbitrator or mediator has so decided;
  - c) a party deems such delivery effective.
4. Any letters or notices sent by electronic mail or facsimile shall be deemed to have been properly served at the time of transmission, provided that no errors in transmission occurred.
5. The request for mediation, the final pre-trial demand, the statement of claim, the answer to the statement of defence and any legal briefs filed in the course of proceedings should indicate the e-mail address, fax number and any other contact details of the parties and their legal representatives which may be necessary for delivery, as well as any change of the above information.
6. If a party fails to notify the Court of a change of the above addresses and numbers, any letters or notices sent to the previous address or fax number shall be deemed to have been properly delivered.
7. A party, regardless of the form of delivery, shall be required to deliver any letters and notices to the Court and directly to the other party. Following receipt of a notice of appointment/nomination of the Arbitrator, the party shall be required to deliver any letters and notices to the said Arbitrator.
8. Unless otherwise stipulated by the provisions of Part Two, no party or its legal representative shall have an *ex parte* contact with an Arbitrator in matters relating to the proceedings.

## **§ 60**

### **Time Limits**

1. The time limits fixed in the provisions of Part Two may be extended only in exceptional cases.
2. The parties may, upon consultation with the Arbitrator, decide to shorten or extend the time limits fixed in the provisions of Part Two.
3. The Arbitrator may, at the request of a party or on his own initiative, decide to extend the time limits fixed in the provisions of Part Two.

## **§ 61**

### **Party Representation**

Any natural person having full capacity to perform acts in law may act as a legal representative of a party in any proceedings conducted pursuant to the provisions of Part Two.



## **Chapter II** **Arbitrators and Mediators**

### **§ 62** **List of Arbitrators and Mediators**

1. The Court maintains a separate “List of Arbitrators and Mediators recommended by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in matters relating to the Internet domain name >.pl<,” hereinafter referred to as the “List of Arbitrators and Mediators.”
2. The List of Arbitrators and Mediators may include natural persons having qualifications useful to perform the duties of arbitrator or mediator in cases involving infringement of rights in consequence of registration of the Internet domain name “.pl”; provided that the said persons graduated from a law school and practice the profession of *adwokat* [BrE *barrister*; AmE *trial lawyer*], *radca prawny* [legal advisor], patent attorney or hold the title of Professor or *doktor habilitowany* [holder of a postdoctoral degree] in the field of law. The provision of § 18 Sec.1 shall not apply.

### **§ 63** **Arbitral Tribunal**

In matters governed by the provisions of Part Two, the Arbitral Tribunal is composed of one arbitrator, unless the parties jointly decide that the Arbitral Tribunal shall be composed of three arbitrators.

### **§ 64** **Appointment of Arbitrators by the Parties**

1. The claimant is required to indicate in the statement of claim an arbitrator from the List of Arbitrators and Mediators, while the respondent may, in a statement of defence, consent to such arbitrator or shall choose another arbitrator from the List of Arbitrators and Mediators. In such case, the claimant may, within three days from being notified by the Secretary General of the Court of an arbitrator being chosen by the respondent, consent to the appointment thereof. In the absence of such consent, the parties may mutually renew their proposals for appointing an arbitrator.
2. If the parties do not appoint an arbitrator within three weeks following delivery of the statement of claim to the respondent and if the claimant or respondent fails to express a position on the appointment of an arbitrator identified by the other party, the President of the Court of Arbitration shall nominate an arbitrator under the procedure set forth in § 65.
3. The parties may jointly choose a person from outside of the List of Arbitrators and Mediators and appoint such person an arbitrator. Appointment of an arbitrator chosen from outside of the list must be made in writing.
4. If the parties jointly decided that the Arbitral Tribunal shall be composed of three arbitrators – unless the parties agreed a different manner of appointment thereof - each of them shall appoint in writing one arbitrator from the List of Arbitrators and Mediators,

and subsequently the arbitrators appointed by the parties shall appoint the third arbitrator from the List of Arbitrators and Mediators. If a party/the parties fail to appoint an arbitrator/arbitrators within two weeks from their notifying the Court that the Arbitral Tribunal will be composed of three arbitrators and if the arbitrators appointed by the parties have failed to appoint the third arbitrator (Chairman of the Arbitral Tribunal) within two weeks from the appointment thereof, the arbitrator/arbitrators/Chairman of the Arbitral Tribunal shall be nominated by the President of the Court of Arbitration under the procedure set forth in § 65.

## **§ 65**

### **Default Appointment**

1. In instances specified in § 64 Sec. 2 and 4, and if a party/the parties waives/waive in writing the right to appoint an arbitrator/arbitrators, the President of the Court of Arbitration shall nominate an arbitrator/arbitrators under the following procedure:
  - 1) the Secretary General of the Court shall provide the parties with a list containing the names of at least three arbitrators indicated by the President of the Court and if the Arbitral Tribunal is composed of three arbitrators – the names of at least nine arbitrators in alphabetical order, together with a short description of their qualifications;
  - 2) each party may delete from the list the names of persons the appointment of whom it finds objectionable and number the undeleted names, beginning with number 1, in order to state the sequence of preferred arbitrators;
  - 3) each party shall return the list with the names of arbitrators on the following day after delivery thereof; if the party does not return the list, it shall be presumed that the said party does not object to any of the persons included in the list being appointed an arbitrator;
  - 4) immediately upon return of the list/s by the party/parties and in the event of a failure to return the list/lists within the time limit fixed, the President of the Court of Arbitration shall nominate an arbitrator/arbitrators in lieu of the party's/parties' by taking into account any objections and preferences submitted by the party/parties, and if both parties object to the arbitrators included in the list delivered thereto – he shall nominate an arbitrator/arbitrators at his sole discretion from among the arbitrators included in the List of Arbitrators and Mediators.
2. The President of the Court of Arbitration shall nominate an arbitrator/arbitrators from the List of Arbitrators and Mediators under the procedure set forth in Sec. 1 also in the cases referred to in §66 Sec. 2 and 3 and if, following challenge of an arbitrator/the Chairman of the Arbitral Tribunal under the procedure set forth in § 67, the party/parties or arbitrators do not appoint a new arbitrator/arbitrators or the Chairman of the Arbitral Tribunal within two weeks following challenge.

## **§ 66**

### **Acceptance of Arbitrator's Duties**

1. No later than within three days following the date of receipt from the Secretary General of the Court of a notice of appointment/nomination to perform the duties of arbitrator/Chairman of the Arbitral Tribunal, the person concerned shall notify the Court if s/he consents thereto; provided that a person from the List of Arbitrators and Mediators may withhold such consent only due to the reason specified in § 16 Sec. 3 of these Rules or

due to another important reason which would prevent or substantially hinder him/her from adjudicating the case within a reasonable time.

2. In the event of a refusal to accept the duties of arbitrator/Chairman of the Arbitral Tribunal or if the time limit referred to in Sec. 1 has passed to no effect, the General Secretary shall immediately notify the parties thereof.
3. If, within three days following receipt of the said notice, the parties do not appoint a new arbitrator/new arbitrators, the President of the Court of Arbitration shall nominate another arbitrator/other arbitrators.
4. The provision of Sec. 2 shall apply *mutatis mutandis* if the Arbitral Tribunal is composed of three arbitrators and the arbitrators have not appointed the third arbitrator (Chairman of the Arbitral Tribunal).
5. A person consenting to perform the duties of arbitrator undertakes to complete the arbitration proceedings within the time limit fixed pursuant to the provisions of these Rules, unless the circumstances of a given case require the proceedings to be continued.

### **§ 67**

#### **Challenge of an Arbitrator**

1. A party files a written challenge of an arbitrator with the Court as well as directly to the other party and to the arbitrator. A challenge may also be made orally for inclusion in the record of a hearing.
2. The arbitrator and the opposing party may, within two days following delivery or submission of such challenge at a hearing, express his or her position in writing by addressing it to the Court and directly to the opposing party and the arbitrator.
3. The President of the Court of Arbitration shall decide on the challenge within five days following its receipt or following the day such challenge is made at a hearing.

## **Chapter III Mediation**

### **§ 68**

#### **Commencement of Mediation Proceedings**

1. A party demanding that the holder of the Internet domain name “.pl” cease infringing the rights vested in such party may, prior to the commencement of arbitration proceedings, file a request for mediation with the Court.
2. The Secretary General of the Court shall make the demands referred to in § 51 Sec. 1 and 2 and § 52 Sec. 1 by stipulating time limits not exceeding one week.
3. If the holder of the Internet domain name does not consent to mediation or does not reply to a request for mediation within one week and if any party fails to pay due charges within two weeks from being called upon to pay them, the request for mediation shall be left unheard, of which the Secretary General shall inform the party/parties.

### **§ 69**

#### **Request for Mediation**

A request for mediation should meet the requirements laid down in § 50 Sec. 2 and 59 Sec. 5 and name the mediator as well as the Internet domain name “.pl,” to which the dispute pertains.

**§ 70**  
**Mediator**

1. Proceedings shall be conducted before a mediator appointed by the President of the Court.
2. The provisions on arbitrators of § 64 Sec. 1-3, 65, 66 Sec. 1-3 and Sec. 5 and 67 shall apply to mediators *mutatis mutandis*.

**§ 71**  
**Delivery of Documents in the Course of Mediation**

In the course of mediation, the Court and the mediator shall deliver documents to the parties and contact them in any way they may see fit considering the circumstances of a given case.

**§ 72**  
**Course of Mediation**

1. Mediation proceedings should be completed within one month from the date the motion for mediation has been filed.
2. The mediator shall fix any deadlines binding upon the parties during the course of mediation proceedings. The party, which has failed to meet the deadline due to its own fault, shall face the consequences of such failure.
3. If both parties do not consent to a mediation meeting, the mediator may hold a meeting with each party separately.

**§ 73**  
**Settlement Agreement in Mediation Proceedings**

1. A mediator, pursuant to the effects of mediation, may propose that the parties conclude a specified settlement regarding the Internet domain name “.pl,” taking into account any and all justified interests of the parties.
2. An Internet domain name settlement agreement concluded in mediation proceedings shall be signed by the parties and the mediator.

**Chapter IV**  
**Arbitral Proceedings**

**§ 74**  
**Commencing Arbitration**

1. Prior to commencement of arbitral proceedings, a party wishing to file a statement of claim shall pay the registration fee according to the binding Schedule of fees and file the final pre-trial demand stipulating its intention to file a statement of claim and naming the party against which the said statement of claim shall be filed (holder of the Internet domain “.pl”) as well as the name of the Internet domain to which the arbitration proceedings shall pertain.
2. Immediately following receipt of the motion referred to in Sec. 1, the Secretary General of the Court shall request the parties to sign the Arbitration Clause within the time limit fixed (not exceeding two weeks), and shall send them the List of Arbitrators and Mediators.

3. The Secretary General shall immediately inform the parties that the Court has received the Arbitration Clause signed by both parties.
4. If a party refuses to sign the Arbitration Clause and if the time limit referred to in Sec. 2 lapses to no effect, the Secretary General shall notify the other party thereof, and the proceedings shall be discontinued after the Secretary General appends a statement to the file that Arbitration Clause has not been signed by both parties.

#### **§ 75**

#### **Statement of Claim**

1. The claimant should file and pay for the statement of claim within two weeks following receipt of the notice that the Court has received the Arbitration Clause signed by the parties.
2. The statement of claim should meet the requirements specified in § 29 Sec. 1 and 2 and 59 Sec. 5; moreover, it should name the arbitrator, indicate the Internet domain name “.pl” subject to the dispute and contain the demand of a statement that as a result of registration of the Internet domain name the respondent has infringed the claimant’s rights.

#### **§ 76**

#### **Statement of Defence**

1. The respondent is required to file, within one week following receipt of the statement of claim, a statement of defence, addressing it to the Court and directly to the claimant. On the justified motion of the respondent, the Secretary General may extend the time limit for filing a reply to the statement of defence by a definite period of time – however, not to exceed three weeks.
2. In the statement of defence, the respondent should submit all of its objections, together with any pertinent facts and evidence in support thereof. The statement of defence should also contain a declaration concerning the respondent’s consent for the dispute to be resolved by the arbitrator indicated in the statement of claim by the claimant or should name another arbitrator from the List of Arbitrators and Mediators.

#### **§ 77**

#### **Evidence**

1. An Arbitrator adjudicates any evidentiary motions of the parties at his sole discretion, with attention given to all circumstances of the case.
2. If it is justified due to the circumstances of the case, an Arbitrator may also admit and hear any evidence not submitted by the parties.

#### **§ 78**

#### **Witnesses**

If a witness fails to appear at a hearing, irrespective of the reason for his absence, the Arbitrator shall disregard the evidence in the form of his examination unless the Arbitrator decides that the witness shall give testimony in writing within the time limit fixed. The contents of the witness’ testimony so made shall be immediately provided to the parties.

**§ 79**  
**Hearing**

1. A hearing is held if there is a need to hear evidence in the form of testimonies of witnesses, the parties or an expert opinion and upon the demand of both parties.
2. The parties must be notified of the hearing date no later than within 5 days prior to the date thereof.
3. The Arbitrator shall hear the issues of jurisdiction of the Court of Arbitration at the PCC and application of these Rules, or other formal objections, before proceeding to hear the case on the merits. The said objections must be brought in the statement of claim, a statement of defence and subsequently raised at the opening of the hearing.

**§ 80**  
**Completion of Arbitral Proceedings**

1. The Arbitrator should make efforts to ensure that the proceedings are completed no later than within one month from the date the Arbitrator has consented to act as arbitrator. The Arbitrator shall immediately notify the Court and the parties to the proceedings of the completion of proceedings.
2. If the proceedings are not completed within the time limit fixed in Sec. 1, the Arbitrator shall provide the President of the Court with written explanations, specifying the status of arbitral proceedings and the anticipated date of completion thereof, with a copy to each party. The Arbitrator is required to provide further explanations every two weeks, until such time as the proceedings have been completed.

**§ 81**  
**Issuance of an Award**

The award or any other ruling should be issued without delay, no later than within 10 days following completion of proceedings.

**§ 82**  
**Settlement**

At every stage of arbitral proceedings, the parties may conclude a settlement before the Arbitrator, who shall confirm the conclusion of a settlement by signing the text thereof together with the parties. The settlement shall be appended to the file and the original copies thereof provided to the parties.

**§ 83**  
**Discontinuance of Proceedings**

The Arbitrator shall issue a decision on discontinuance of proceedings if:

- 1) the claimant has withdrawn the statement of claim - unless the respondent objects, and the Arbitrator has found that the respondent has a legal interest in obtaining a ruling resolving the case on its merits;
- 2) the parties have jointly filed for discontinuance of proceedings;
- 3) the parties have concluded a settlement;
- 4) any further proceedings have become unfeasible or groundless due to any other reason.

**Chapter V**  
**Implementation of awards and settlements**

**§ 84**  
**Notices Addressed to NASK**

The Court shall notify NASK (*Naukowa i Akademicka Sieć Komputerowa* [Eng. Scientific and Academic Computer Network – a research and development entity based in Warsaw) that:

- 1) it has received a request for mediation and the final pre-trial demand;
  - 2) the deadlines stipulated in § 68 Sec. 3 and/or § 74 Sec. 2 have passed to no effect;
  - 3) the proceedings have been suspended;
  - 4) it has issued a decision bringing the proceedings in the case to an end;
- in order for NASK to apply the relevant provisions of the rules governing the registration and maintenance of domain names “.pl.”

**§ 85**  
**Transmitting Awards and Settlement Agreements to NASK for Execution**

1. Any awards or settlements concluded shall be binding upon the parties.
2. The Court shall immediately transmit the original copy of an award or settlement to NASK in order for the latter to apply, with regard to the name domain “.pl” subject to such award or settlement, the relevant provisions of the rules governing the registration and maintenance of the Internet domain names “.pl.”
3. The Court shall publish the awards and settlements concluded in proceedings involving infringement of rights in result of registration of the Internet domain name “.pl.”

**§ 86**  
**Effective Date of these Rules**

These Rules shall become effective as of January 1, 2007.