

# AD HOC DISPUTE ADJUDICATION BOARD RULES

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

## DISPUTE ADJUDICATION BOARD RULES FOR USE IN INDEPENDENTLY ADMINISTERED DISPUTE BOARD MATTERS

### INTRODUCTORY PROVISIONS

#### 1.0 Definitions

In these Rules:

- 1.1 'Dispute Board ('DB') means a Dispute Adjudication Board ('DAB'), composed of one or three Dispute Board members ('DB Members').
- 1.2 'Appointing Body' means the Dispute Board Federation (DBF).
- 1.3 'Contract' means the agreement of the Parties that contains or is subject to provisions for establishing a Dispute Board under the Rules.
- 1.4 'Decision' means a Decision, issued in writing by the Dispute Adjudication Board, as described in these Rules.
- 1.5 'Dispute' means any disagreement arising out of or in connection with the Contract, which is referred to a Dispute Board for a Decision under the terms of the Contract and pursuant to the Rules. Any Disputes referred under these rules shall survive the termination of the Contract.
- 1.6 'Party' means a party to the Contract and includes one or more parties, as appropriate.
- 1.7 'Date of commencement' means the date upon which every Dispute Board Member and the Parties have signed the Dispute Board member Agreement(s).

#### 2.0 Agreement to Submit to the Rules

Unless otherwise agreed, the Parties shall establish the Dispute Board at the time of entering into the Contract.

#### 3.0 Appointment of the Dispute Board Members

**3.1** At the inception of the Contract between the parties, and in the event that the use of these Rules is referred to, the Appointing Body shall, in accordance with these Rules, appoint, from its Approved List of Dispute Board Members either one or three Dispute Board Members in accordance with the Contract between the parties or in the absence of any such agreement shall upon application by either Party to the Contract within 30 days appoint either 1 or 3 the Dispute Board Members based upon its schedule of valuation then in effect.

**3.2** The Appointing Body shall determine which of the appointed Dispute Board Members shall act as Chair of the Dispute Board Panel.

**3.3** If at any time any of the Dispute Board Members is either unwilling or unable to act in the capacity necessary for the proper functioning of the Dispute Board the Appointing Body shall replace said member again from its Approved List of Dispute Board Members. All actions taken by the Dispute Board prior to the replacement of a Dispute Board Member shall remain valid. When the Dispute Board is composed of

## AD HOC DISPUTE ADJUDICATION BOARD RULES

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

three Dispute Board Members and one of the Dispute Board Members is to be replaced, the other two shall continue to be Dispute Board Members. Prior to the replacement of the Dispute Board Member, the two remaining Dispute Board Members shall not hold hearings or issue Decisions without the agreement of all of the Parties.

**3.4** When appointing a Dispute Board Member, the Appointing Body shall consider the prospective Dispute Board Member's qualifications relevant to the circumstances, availability, nationality and relevant language skills.

### **4.0 Conflicts of Interest**

**4.1** The Dispute Board Member(s) shall:

- (a) Have no interest financial or otherwise in the Employer, the Contractor or any of the parties before them, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) Not previously have been employed as a consultant or otherwise by the Employer, the Contractor or any of the parties before them,, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) Have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or any of the parties before them, and any previous involvement in the overall project of which the Contract forms part;
- (d) Not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or any of the parties before them,, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) Comply with the annexed procedural rules;
- (f) Not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) Not while a Member enter into discussions or make any agreement with the Employer, the Contractor or any of the parties before them, regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) Ensure his/her availability for all site visits and hearings as are necessary;

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

- (i) Become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) Treat the details of the Contract and all the Dispute Adjudication Board's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) Be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

**4.2** Should any Party wish to challenge a Dispute Board Member on the basis of an alleged lack of independence or otherwise, it may, within 15 days of learning of the facts upon which the challenge is based, submit to the Appointing Body a request for a decision upon the challenge including a written statement of such facts. The Appointing Body will finally decide the challenge after having given the challenged Dispute Board Member as well as any other Dispute Board Members and the other Party an opportunity to comment on the challenge.

**4.3** If a Dispute Board Member is successfully challenged, that Dispute Board Member's agreement with the Parties shall be terminated forthwith. The resulting vacancy shall be filled following the procedure used to appoint the challenged Dispute Board Member.

### **5.0 Dispute Board Member Agreement**

**5.1** Before commencing Dispute Board activities, every Dispute Board Member shall sign with all of the Parties a Dispute Board Member Agreement. If there are three Dispute Board Members, each Dispute Board Member Agreement shall have substantive terms that are identical to the other Dispute Board Member Agreements, unless otherwise agreed by the Dispute Board Members concerned.

**5.2** The Parties may at any time, without cause and with immediate effect, jointly terminate the Dispute Board Member Agreement of any Dispute Board Member but shall pay the Monthly Retainer Fee to such Dispute Board member for a minimum of three months following the termination, unless otherwise agreed by the Parties and the Dispute Board Member concerned.

**5.3** Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Dispute Board Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

**5.4** If the Dispute Board Member fails to comply with any obligation under these Rules, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Dispute Board Member and the other Members (if any), for proceedings or decisions (if any) of the Dispute Adjudication Board which are rendered void or ineffective.

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

**5.5** Every Dispute Board Member may terminate the Dispute Board Member Agreement at any time by giving a minimum of three months' written notice to the Parties, unless otherwise agreed by the Parties and the Dispute Board Member concerned.

### **6.0 Cooperation of the Parties**

**6.1** The Parties shall fully cooperate with the Dispute Board and communicate information to it in a timely manner. In particular, the Parties and the Dispute Board shall cooperate to ensure that, as soon as possible after the Dispute Board is constituted, the Dispute Board becomes fully informed about the Contract and its performance by the Parties.

**6.2** The Parties shall ensure that the Dispute Board is kept informed of the performance of the Contract and of any disagreements arising in the course thereof by such means as progress reports, meetings and, if relevant to the Contract, site visits.

**6.3** The Dispute Board shall, after consultation with the Parties, inform the Parties in writing of the nature, format and frequency of any progress reports that the Parties shall send to the Dispute Board.

**6.4** If requested by the Dispute Board, the Parties, during meetings and site visits, shall provide the Dispute Board with adequate working space, accommodation, means of communication, typing facilities and all necessary office and information technology equipment allowing the Dispute Board to fulfil its functions.

### **7.0 Meetings and Site Visits**

**7.1** At the beginning of its activities the Dispute Board shall, in consultation with the Parties, establish a schedule of meetings and, if relevant to the Contract, site visits.

**7.2** The frequency of scheduled meetings and site visits shall be sufficient to keep the Dispute Board informed of the performance of the Contract and of any disagreements. Unless otherwise agreed by the Parties and the Dispute Board, when site visits are relevant to the Contract, there shall be a minimum of four such visits per year. The Parties and the Dispute Board shall attend all such meetings and site visits.

**7.3** In the event that a Party fails to attend, the Dispute Board may nevertheless decide to proceed. In the event that a Dispute Board Member fails to attend, the Dispute Board may proceed if the Parties so agree or if the Dispute Board so decides.

**7.4** Site visits occur at the site or sites where the Contract is being performed. Meetings can be held at any location agreed by the Parties and the Dispute Board. If they do not agree on where to hold a meeting, the Dispute Board shall decide the location after consultation with the Parties.

**7.5** During scheduled meetings and site visits the Dispute Board shall review the performance of the Contract with the Parties and may provide informal assistance, as set forth in the procedural annex, with respect to any disagreements.

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

- 7.6** Any Party may request an urgent meeting or site visit outside the scheduled meetings and site visits. The Dispute Board Members shall accommodate such a request at the earliest possible time and shall make best efforts to make themselves available for such urgent meetings or site visits within 30 days of the request.
- 7.7** After every meeting and site visit, the Dispute Board shall prepare a written summary of such meeting or site visit including a list of those present.

### **8.0 Written Notifications or Communications; Time Limits**

**8.1** All written notifications or communications, including any enclosures or attachments, from a Party to the Dispute Board or from the Dispute Board to the Parties shall be communicated simultaneously to all Parties and Dispute Board Members at the address on record for each Dispute Board Member and Party.

**8.2** Written notifications or communications shall be sent in the manner agreed between the Parties and the Dispute Board or in any manner that provides the sender with proof of the sending thereof.

**8.3** A notification or communication shall be deemed to have been made on the date that it was received by the intended recipient or by its representative or would have been received if made in accordance with these Rules.

**8.4** Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with the preceding paragraph. When the day next following such date is an official holiday or non-business day in the country in which the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays or non-business days are included in the calculation of the period of time. If the last day of the relevant period of the time granted is an official holiday or non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

### **9.0 Beginning and End of the Dispute Board's Activities**

**9.1** The Dispute Board shall begin its activities after every Dispute Board Member and the Parties have signed the Dispute Board Member Agreement(s).

**9.2** Unless otherwise agreed by the Parties, the Dispute Board shall end its activities upon receiving notice from the Parties of their joint decision to disband the Dispute Board.

**9.3** Any dispute which may arise after the Dispute Board has been disbanded shall be finally settled by arbitration, if the Parties have so agreed, or, if not, by any court of competent jurisdiction.

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

### **10.0 Powers of the Dispute Board**

**10.1** The proceedings before the Dispute Board shall be governed by the Rules and, where the Rules are silent, by any rules which the Parties or, failing them, the Dispute Board may settle on. In particular, in the absence of an agreement of the Parties with respect thereto, the Dispute Board shall have the power, inter alia, to:

- (a) Determine the language or languages of the proceedings before the Dispute Board, due regard being given to all relevant circumstances, including the language of the Contract;
- (b) Require the Parties to produce any documents that the Dispute Board deems necessary in order to issue a Decision;
- (c) Call meetings, site visits and hearings;
- (d) Decide on all procedural matters arising during any meeting, site visit or hearing;
- (e) Question the Parties, their representatives and any witnesses they may call, in the sequence it chooses;
- (f) Issue a Decision even if a Party fails to comply with a request of the Dispute Board;
- (g) Take any measures necessary for it to fulfil its function as a Dispute Board.

**10.2** Decisions of the Dispute Board regarding the rules governing the proceedings shall be taken by the sole Dispute Board Member or, when there are three Dispute Board Members, by majority vote. If there is no majority, the Decision shall be made by the chair of the Dispute Board alone (see Section 13.3 herein).

**10.3** The Dispute Board may take measures for protecting trade secrets and confidential information.

**10.4** If the Contract has more than two Parties, the application of the Rules may be adapted, as appropriate, to apply to the multiparty situation, by agreement of all of the Parties or, failing such agreement, by the Dispute Board.

### **11.0 Payment of Dispute Board Members**

**11.1** The Dispute Board Members shall be paid as follows, in the currency named in the Dispute Adjudication Agreement:

- (a) A retainer fee per calendar month, which shall be considered as payment in full for:
  - (i) Being available on 28 days' notice for all site visits and hearings;
  - (ii) Becoming and remaining conversant with all project developments and maintaining relevant files;

## AD HOC DISPUTE ADJUDICATION BOARD RULES

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

- (iii) All office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
- (iv) All services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

**11.2** The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works. With effect from the first day of the calendar month following the month in which Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated. In the event that a Taking-Over Certificate is not part of the Contract then until 60 days after the completion of the Contract as determined by the Dispute Board.

**11.3** Daily Fees. A daily fee that shall be considered as payment in full for:

- (a) Each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
- (b) Each working day on site visits, hearings or preparing decisions; and
- (c) Each day spent reading submissions in preparation for a hearing.
- (d) All reasonable expenses incurred in connection with the Dispute Board Member's duties, including the cost of telephone calls, courier charges, faxes and telexes, travel expenses, hotel and subsistence costs: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (a) of this Section;
- (e) Any taxes properly levied in the Country on payments made to the Dispute Board Member (unless a national or permanent resident of the Country) under this Section.

**11.4** The retainer and daily fees shall be as specified in the Dispute Adjudication Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Dispute Board Member, at each anniversary of the date on which the Dispute Adjudication Agreement became effective.

**11.5** The Dispute Board Member shall also be entitled to a sum, determined by the Dispute Board Member as Security for the payment of fees and expenses and may request this sum in advance of any invoices and may further request that said sum be replenished on a regularly basis no less frequently than monthly.

**11.6** The Dispute Board Member shall submit invoices for payment of the monthly retainer and airfares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

**11.7** The Contractor shall pay each of the Dispute Board Member's invoices (and requests for Security for fees and expenses) in full within 30 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

**11.8** If the Contractor fails to pay to the Dispute Board Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Dispute Board Member and any other amount that may be required to maintain the operation of the Dispute Adjudication Board; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges.

**11.9** If the Dispute Board Member does not receive payment of the amount due within 60 days after submitting an invoice, the Dispute Board Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under these Rules.

### **12.0 PROCEDURES BEFORE THE DISPUTE BOARD**

**12.1** On its own initiative or upon the request of any Party and in either case with the agreement of all of the Parties, the Dispute Board may informally assist the Parties in resolving any disagreements that may arise during the performance of the Contract. Such informal assistance may occur during any meeting or site visit. A Party proposing the informal assistance of the Dispute Board shall endeavour to inform the Dispute Board and the other Party thereof well in advance of the meeting or site visit during which such informal assistance would occur.

**12.2** The informal assistance of the Dispute Board may take the form of a conversation among the Dispute Board and the Parties; separate meetings between the Dispute Board and any Party with the prior agreement of the Parties; informal views given by the Dispute Board to the Parties; a written note from the Dispute Board to the Parties; or any other form of assistance which may help the Parties resolve the disagreement.

**12.3** The Dispute Board, if called upon to make a Decision concerning a disagreement with respect to which it has provided informal assistance, shall not be bound by any views, either oral or in writing, which it may have given in the course of its informal assistance.

### **12.4 Formal Referral of Disputes for a Decision; Statement of Case**

**12.4.1** Any Party shall refer a Dispute to the Dispute Board by submitting a written statement of its case (the 'Statement of Case') to the other Party and the Dispute Board. The Statement of Case shall include:



## AD HOC DISPUTE ADJUDICATION BOARD RULES

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

- (a) a clear and concise description of the nature and circumstances of the Dispute;
- (b) a list of the issues submitted to the Dispute Board for a Decision and a presentation of the referring Party's position thereon;
- (c) any support for the referring Party's position such as documents, drawings, schedules and correspondence;
- (d) a statement of what the referring Party requests the Dispute Board to determine.

**12.4.2** The date on which the Statement of Case is received by the sole Dispute Board Member or the chairman of the Dispute Board, as the case may be, shall, for all purposes, be deemed to be the date of the commencement of the referral (the 'Date of Commencement').

**12.4.3** The Parties remain free to settle the Dispute, with or without the assistance of the Dispute Board, at any time.

### **12.5 Response and Additional Documentation**

**12.5.1** Unless the Parties agree otherwise or the Dispute Board orders otherwise, the responding Party shall respond to the Statement of Case in writing (the 'Response') within 30 days of receiving the Statement of Case. The Response shall include:

- (a) a clear and concise presentation of the responding Party's position with respect to the Dispute;
- (b) any support for its position such as documents, drawings, schedules and correspondence;
- (c) a statement of what the responding Party requests the Dispute Board to determine;

**12.5.2** The Dispute Board may at any time request a Party to submit additional written statements or documentation to assist the Dispute Board in preparing its Decision. The Dispute Board to the Parties shall communicate each such request in writing.

### **12.6 Organization and Conduct of Hearings**

**12.6.1** A hearing regarding a Dispute shall be held unless the Parties and the Dispute Board agree otherwise.

**12.6.2** Unless the Dispute Board orders otherwise, hearings shall be held within 15 days of the date on which the Sole Dispute Board Member or the chairman of the Dispute Board, as the case may be, receives the Response or in the event of no response, as deemed necessary.

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

**12.6.3** Hearings shall be held in the presence of all Dispute Board Members unless the Dispute Board decides, in the circumstances and after consultation with the Parties, that it is appropriate to hold the hearing in the absence of a Dispute Board Member; provided, however, that prior to the replacement of a Dispute Board member a hearing may be held with the two remaining Dispute Board members only with the agreement of all of the Parties.

**12.6.4** If any of the Parties refuses or fails to take part in the Dispute Board procedure or any stage thereof, the Dispute Board shall proceed notwithstanding such refusal or failure.

**12.6.5** The Dispute Board shall be in full charge of the hearings.

**12.6.6** The Dispute Board shall act fairly and impartially and ensure that each Party has a reasonable opportunity to present its case.

**12.6.7** The Parties shall appear in person or through duly authorized representatives who are in charge of the performance of the Contract. In addition, advisors may assist them.

**12.6.8** Unless the Dispute Board decides otherwise, the hearing shall proceed as follows:

- (a) presentation of the case, first by the referring Party and then by the responding Party;
- (b) identification by the Dispute Board to the Parties of any matters that need further clarification;
- (c) clarification by the Parties concerning the matters identified by the Dispute Board;
- (d) responses by each Party to clarifications made by the other Party, to the extent that new issues have been raised in such clarifications.

**12.6.9** The Dispute Board may request the Parties to provide written summaries of their presentations.

**12.6.10** The Dispute Board may deliberate at any location it considers appropriate before issuing its Decision.

## **13.0 DECISIONS OF THE DISPUTE BOARD**

### **13.1 Time Limit for Rendering a Decision**

**13.1.1** The Dispute Board shall issue its Decision promptly and, in any event, within 90 days of the Date of Commencement as defined in these Rules. However, the Parties may agree to extend the time limit. In deciding whether to do so, the Parties shall consult with the Dispute Board and shall take into account the nature and

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

complexity of the Dispute and other relevant circumstances.

### **13.2 Contents of a Decision**

**13.2.1** Decisions shall indicate the date on which they are issued and shall state the findings of the Dispute Board as well as the reasons upon which they are based. Decisions may also include, without limitation and not necessarily in the following order:

- (a) a summary of the Dispute, the respective positions of the Parties and the Decision requested;
- (b) a summary of the relevant provisions of the Contract;
- (c) a chronology of relevant events;
- (d) a summary of the procedure followed by the Dispute Board; and
- (e) a listing of the submissions and documents provided by the Parties in the course of the procedure.

### **13.3 Making of the Decision**

**13.3.1** When the Dispute Board is composed of three Dispute Board Members; the Dispute Board shall make every effort to achieve unanimity. If this cannot be achieved, a Decision is given by a majority decision. If there is no majority, the Decision shall be made by the chairman of the Dispute Board alone.

**13.3.2** Any Dispute Board Member who disagrees with the Decision shall give the reasons for such disagreement in a separate written report that shall not form part of the Decision but shall be communicated to the Parties. Any failure of a Dispute Board Member to give such reasons shall not prevent the issuance or the effectiveness of the Decision.

### **13.4 Correction and Interpretation of Decisions**

**13.4.1** On its own initiative, the Dispute Board may correct a clerical, computational or typographical error, or any errors of a similar nature, contained in a Decision, provided such correction is submitted to the Parties within 28 days of the date of such Decision.

**13.4.2** Any Party may apply to the Dispute Board for the correction of an error of the kind in its Decision, or for the interpretation of a Decision. Such Party must make such application to the Dispute Board within 28 days of the receipt of the Decision. After receipt of the application by the sole Dispute Board Member or the chairman of the Dispute Board, as the case may be, the Dispute Board shall grant the other Party a 7-day time limit from the receipt of the application by that Party, to submit any comments thereon. Any correction or interpretation of the Dispute Board shall be issued within 28 days following the expiration of the time limit for the receipt of any comments from the other Party. However, the Parties may agree to extend the time

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

limit for the issuance of any correction or interpretation.

**13.4.3** Should the Dispute Board issue a correction or interpretation of the Decision, all time limits associated with the Decision shall recommence to run upon receipt by the Parties of the correction or interpretation of the Decision.

### **13.5 Admissibility of Decisions in Subsequent Proceedings**

**13.5.1** Unless otherwise agreed by the Parties, any Decision shall be admissible in any judicial or arbitral proceedings in which all of the parties thereto were Parties to the Dispute Board proceedings in which the Decision was issued.

### **14.0 Administrative Expenses of the Appointing Body**

**14.1** The Appointing Body's administrative expenses include an amount for each appointment of a Dispute Board Member, and an amount for each decision upon a challenge of a Dispute Board Member.

**14.2** For each request for appointment of a Dispute Board Member, the Appointing Body shall receive the non-refundable amount of €1,500 from the requesting party. This amount shall represent the total cost for the appointment of Dispute Board Member(s) by the Appointing Body. The Appointing Body shall not proceed with the appointment unless the requisite payment has been received. The Parties shall share the cost of each appointment by the Appointing Body equally.

**14.3** For each decision upon a challenge of a Dispute Board Member, the Appointing Body shall fix administrative expenses in an amount not exceeding the maximum sum of €2,500. This amount shall represent the total cost for the decision upon one challenge of a Dispute Board Member. The Appointing Body shall not proceed with the rendering of its Decision and the making of the challenge shall have no effect unless the said amount has been received. The cost of each Decision by the Appointing Body shall be borne by the Party making the challenge.

**14.4** If a Party fails to pay its share of the administrative expenses of Appointing Body, the other Party shall be free to pay the entire amount of such administrative expenses and thereupon this shall be determined by a Decision as to this payment by the Dispute Board.

## **15.0 GENERAL RULES**

### **15.1 Exclusion of Liability**

Neither the Dispute Board Members, nor the Appointing Body and its employees, shall be liable to any person for any act or omission in connection with the Dispute Board proceedings.

### **15.2 Application of the Rules**

In all matters not expressly provided for in the Rules, the Dispute Board shall act in

## **AD HOC DISPUTE ADJUDICATION BOARD RULES**

Copyright © 2011 Dispute Board Federation [www.dbfederation.org](http://www.dbfederation.org)

the spirit of the Rules and shall make every effort to make sure that Decisions are issued in accordance with the Rules.

**-End-**