CORTE DE ARBITRAJE DE MADRID

Statutes and Rules

Court of Arbitration of the Official Chamber of Commerce an Industry of Madrid

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This is a translation into English of the Statutes and Rules of the Court of Arbitration of Madrid. However the Spanish version of these texts constitute the only offcial texts.

Preface

The Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid is one of the leading arbitration institutions in Spain and, with the publication of its new Rules and Statutes, it has now also taken its place amongst the most modern and advanced in the world, a worthy reflection of the dynamism and innovative capacity of the Madrid business community.

With the aim of making the Rules of the Court of Arbitration of Madrid compatible with the main international standards and responsive to the growing and changing needs of the Court's users, a review of the arbitration proceeding was undertaken to better adapt it to the principles of flexibility and freedom of action of the parties that must govern arbitration proceedings.

Furthermore, after twenty years of experience in managing domestic and international arbitration cases, these new instruments answer certain procedural questions that have arisen during this time as a result of the increasing complexity and internationalisation of business and which had not been resolved by law or by other arbitration rules.

In drafting its new Rules, the Court of Arbitration of Madrid has received invaluable support from the Club Español del Arbitraje (Spanish Arbitration Club), which brings together leading personalities from the Ibero-American arbitration world. This effort has also been assisted by the participation of arbitrators from the Court and lawyers specialised in arbitration, who have been consulted on the reforms they regard as most significant and necessary. Furthermore it reflects the experience obtained in the daily practice of the Court which is a consequence of the constant work with the businessmen users of the Court.

The result is a truly innovative Regulation that places the Court of Arbitration of Madrid amongst the vanguard in national and international arbitration, ideally suited for the current pressing requirements of Spanish and international economic operators.

Statutes of the Court of Arbitration of Madrid

Official Chamber of Commerce and Industry of Madrid
(in efect from November 10th, 2008)

Article 1

The Court of Arbitration of Madrid (the **"Court"**) is established as a service of the Official Chamber of Commerce and Industry of Madrid (the **"Chamber"**) entrusted with the administration of the domestic and international arbitration cases, in law and ex aequo et bono, that are submitted to it.

The Court has the function of enforcing the application of its arbitration rules (the **"Rules"**), without prejudice to what is provided in Article 3, and is invested with all necessary powers for such purpose.

Article 2

The Court will be responsible for the following functions:

a) Administering the arbitration cases submitted to the Court, providing its advice and assistance on the development of the arbitration proceeding and maintaining the appropriate organisation for such purpose.

b) Drawing up and updating a recommended list of arbitrators (the **"List"**), which will include the names of arbitrators with the capacity and expertise to act before the Court, without prejudice to the right of the parties to designate the arbitrators they deem fit according to the Rules. The List will be reviewed whenever the Court deems appropriate. The List and its respective updates will be made public.

c) Appointing, according to the terms of these statutes and the Rules, the arbitrator or arbitrators who will participate in each arbitration submitted to the Court, in the absence of agreement by the parties.

d) Acting as Nominating Authority in arbitration proceedings not subject to the Rules.

e) Drawing up all such reports and opinions as may be requested of it by the governing bodies of the Chamber in relation to problems that arise in commercial arbitration practice, both domestic and internationally.

f) Studying domestic and international commercial arbitration laws and bringing the proposals it deems advisable on those matters before Public Authorities.

g) Pursuing relations with other Spanish and international organisations specialised in the area,

and entering into cooperation agreements within the framework of their respective areas of responsibility.

h) Acting as Spanish National Section of the Inter-American Commercial Arbitration Commission (CIAC), by virtue of the Agreement signed on 2 May 1986 with the said Commission.

i) Managing a register of the awards made in the scope of the Court.

j) In general, carrying on any other activity relating to domestic or international commercial arbitration.

Article 3

The Court will administer the arbitration according to the provisions of its Rules, unless expressly agreed otherwise by the parties, which will require the express approval of the Court. In its administration of arbitration proceedings the Court will act with full independence from the rest of the Chamber's bodies.

Article 4

1. The Court will draw up a standard arbitration agreement (the **"Standard Agreement"**), without prejudice to the one that may be voluntarily adopted by the parties.

2. When pursuant to the use of the Standard Agreement, or of any other, the parties decide to have the arbitration managed by the Court the Rules shall apply, unless the provisions of Article 3 apply.

Article 5

1. The Plenary of the Court (the **"Plenary"**) will have a maximum of 13 members. The Plenary will include, as permanent members, the President of the Court, who will act as President of the Plenary, and the President, Managing Director and Secretary General of the Official Chamber of Commerce and Industry of Madrid. The rest of the members will be appointed by the Plenary of the Chamber for renewable terms of four years from amongst leading personalities in the business and legal world, making sure in all cases that the business representatives together with the permanent members of the Plenary are a majority. The representatives from the legal community will be appointed having regard to their prestige, expertise and experience in commercial arbitration. Until the Plenary is renewed, the members appointed by the Plenary of the Chamber shall continue discharging their office.

2. The President of the Court will be appointed by the Plenary of the Chamber for terms of office of four years, with the possibility of being reelected.

3. The Secretary General of the Chamber will act as Secretary General of the Court.

Article 6

1. The Court may function in Plenary or in Committees to study or implement decisions in certain matters. Those Committees may be permanent or temporary.

2. The Plenary may set up one or more Consultative Committees composed of the persons of renowned background, reputation and experience that the Plenary considers appropriate.

3. Similarly, specific Sections may be created for individual sectors of activity, in each case determining their composition and rules of operation.

4. The Court will have the material and human resources needed to ensure it functions properly. In particular, it may be assigned a Chief Counsel and one or more counsels of the Court to give impulse to the administration of the arbitration proceedings and contribute to developing the Court's projects.

Article 7

The Court will meet in Plenary Sessions at least twice a year, and whenever called by its President with advance notice of at least five days, except in exceptional cases of justified urgency, in which event such meeting may be called with 24 hours notice.

The Committees will meet with the frequency considered appropriate, and whenever called by their president at least three days in advance.

Article 8

The resolutions adopted by the Court in Plenary or by any of its Committees will be approved by a majority of votes, with the President having the casting vote in the event of deadlock.

The resolutions of the Court in Plenary or of any of its Committees will be valid regardless of the number of members in attendance, provided the meeting was called duly in advance.

Article 9

When any member of the Court has direct interest in the dispute submitted to arbitration, the potential conflict of interest will disqualify such member from participating in any decisions that affect the case.

Article 10

The debates and resolutions adopted by the Court will be secret, unless expressly provided otherwise in writing by its President.

Article 11

1. The number of arbitrators, their appointment, challenge and replacement will be regulated by the provisions contained in such regard in the Rules of the Court.

2. The appointment of arbitrators will be done by the Court through the Arbitrator Appointment Committee (the **"Appointment Committee"**), whose members will be chosen by the Plenary and whose president will be the President of the Court.

3. The identity of the members who sit on the Appointment Committee will be public.

4. During their term of office, no member of the Plenary, of the Court, of the Appointment Committee or of any other body of the Court may be appointed as arbitrator by the Appointment Committee, unless expressly agreed by the parties to the arbitration, or unless the Committee itself, having regard to the circumstances of the case, considers such appointment appropriate. In the latter case, the Committee will so notify the parties in order that they may, if they deem fit, state their opposition to the appointment within three days, and such opposition will be binding on the Court. The same rules shall apply when the Court acts as Nominating Authority.

5. In all other matters, the Appointment Committee will function as provided in Article 8 of the Rules.

Article 12

The Plenary of the Court will make public, as an Annex to the Rules, the scale of fees for arbitrators, Court expenses for admission and administration of cases and, if applicable, the share of the arbitrator fees to which the Court is entitled, and any other matter relating to arbitration costs, and will periodically review such figures when it deems necessary.

Article 13

The repeal or any amendment of these Statutes will require the approval of the Plenary of the Official Chamber of Commerce and Industry of Madrid, by simple majority.

SOLE ADDITIONAL PROVISION

These Statutes will enter into effect ten days after their approval by the Plenary of the Official Chamber of Commerce and Industry of Madrid.

Rules of Arbitration of the Court of Arbitration of Madrid
Official Chamber of Commerce and Industry of Madrid
(in efect from January 1st, 2009)

Standard arbitration agreement
"Any dispute arising out of or relating to this contract, including any matter regarding its existence, validity or termination, shall be definitively settled by arbitration [in law/ex aequo et bono], administered by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid, in accordance with its Arbitration Rules in force at the time the request for arbitration is filed. The arbitral tribunal appointed for such purpose will be formed by [three / a sole] arbitrator[s] and the language to be used in the arbitration will be [Spanish / other]. The place of arbitration will be [city + country]."

I. GENERAL PROVISIONS

1. Scope of application
These Rules shall apply to the arbitration proceedings administered by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid.

2. Rules of interpretation
1. In this Rules:

a) references to the "Court" the "Court of Arbitration of Madrid" or the "Madrid Court of Arbitration" shall be understood to refer to the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid;

b) references to "arbitrators" shall be understood to refer to the arbitral tribunal, composed by one or more arbitrators;

c) references in singular include the plural when there are more than one party;

d) references to "arbitration" shall be understood to be synonymous to "arbitration proceeding";

e) references to "communication" include all communications, interpellations, briefs, letters, notes or information sent to either one of the parties, to the arbitrators or to the Court;

f) references to "contact details" shall include any of the following data: registered office, habitual residence, place of business, postal address, telephone, fax and e-mail address.

2. The parties shall be understood to entrust administration of the arbitration to the Court when their arbitration agreement submits the resolution of their disputes to "the Court of Arbitration of Madrid" or to "the Court of Madrid", or to the "Madrid Court of Arbitration", to the "Rules of the

Court of Arbitration of Madrid", to the "Rules of the Court of Madrid", to the "Rules of the Madrid Court of Arbitration", or to the "Rules of arbitration of the Court of Arbitration of Madrid" or to the "Rules of arbitration of the Court of Madrid", or when any other similar expression is used.

3. Submission to the Arbitration Rules shall be understood to be made to the Rules prevailing at the date the arbitration begins, unless there is express agreement to submit to the Rules in force at the date of the arbitration agreement.

4. References to "Arbitration Law" shall be understood to refer to the legislation on arbitration that applies and is in force at the time the request for arbitration is filed.

5. Before the Arbitral Tribunal is constituted, the Court shall be responsible for settling, ex officio or at the request of any of the parties or of the arbitrators, any doubt that may arise in relation to the interpretation of these Rules. The decisions of the Court shall be final.

3. Communications

1. Any communication presented by a party, and the accompanying documents, must be accompanied by as many paper copies as the number of parties, plus one additional copy for each arbitrator and for the Court, plus a copy in digital format. The Court, at the request of the parties and having regard to the circumstances of the case, may waive the requirement for submission of a copy in digital format.

2. In its first written submission, each party must designate an address for communications. All communications which must be sent to that party during the course of the arbitration shall be sent to that address.

3. Until a party designates an address for purposes of communications, and if that address has not been stipulated in the contract or in the arbitration agreement, the communications to that party shall be sent to its registered office, place of business or habitual residence.

4. In the event that it proves impossible, after reasonable enquiries, to ascertain any of the locations referred to in the preceding paragraph, the communications to that party shall be sent to the last known registered office, habitual residence, place of business or address of the recipient.

5. It is the responsibility of the party filing a request for arbitration to inform the Court on the data indicated in paragraphs two and three in relation to the respondent that it knows or may know, until the respondent appears or designates an address for communications.

6. Communications may be given by delivery against receipt, certified post, courier service, fax or electronic communication that leave record of their issuance and receipt. An effort shall be made to favour electronic communication.

7. A communication shall be deemed to have been received when:

a) it has been delivered personally to the addressee;
b) it has been delivered at the addressee's registered office, habitual residence, place of business or known address;

c) its delivery has been attempted according to paragraph four of this article.

8. The parties may agree that communications shall only be sent electronically using the communication platform indicated or set up by the Court for such purpose. In such event, submission of paper copies will not be required and a communication shall be deemed to have been received as soon as it is available to its addressee in such platform. The Court will keep instructions on the use of the platform available to the arbitrators, to the parties and to their representatives.

4. Time Limits

1. Unless otherwise provided, in periods of time specified in days reckoned from a specific one, the initial date shall not be included in the calculation, which shall start to run on the following day.

2. All communications shall be deemed received on the day of their delivery or of their attempted delivery according to the provisions of the preceding article.

3. Non-business days shall be included in calculating the time limit, but, if the last day of the time limit is a non-business day in Madrid, the time limit shall be extended until the next business day.

4. The time periods established in this Rules may, having regard to the circumstances of the case, be modified (including their extension, reduction or suspension) by the Court until the arbitral tribunal has been set up, and by the arbitrators as from that time, unless otherwise expressly agreed by the parties.

5. The Court and arbitrators shall at all times procure effective compliance with the stipulated time limits and avoidance of delays.

II. COMMENCEMENT OF THE ARBITRATION

5. Request for arbitration

1. The arbitration proceeding shall begin with the submission to the Court of a request for arbitration, with the Court recording the date of the request in the register set up for this purpose.

2. The request for arbitration shall contain at least the following information:
a) The full name, address and other relevant particulars for identifying and contacting the claimant party or parties and the respondent party or parties. In particular, the addresses to which communications shall be sent for all of those parties according to article three must be indicated.

b) The full name, address and other relevant particulars for identifying and contacting the persons who will represent the claimant in the arbitration.

c) A brief description of the dispute.

d) The relief or remedies sought, quantified if possible.

e) The act, contract or legal transaction from which the dispute arises or to which it relates.

f) The arbitration agreement or clauses invoked.

g) A proposal as to the number of arbitrators, the language and the place of arbitration, if not previously agreed or if the claimant seeks to modify such previous agreement.

h) If the arbitration agreement provides for the appointment of a three-member tribunal, the designation of the arbitrator the claimant is entitled to appoint, indicating his/her full name and contact particulars, accompanied by the declaration of independence and impartiality referred to by article 11.

3. The arbitration request may also indicate the laws and regulations that apply to the points at issue.

4. The request for arbitration must be accompanied by, at least, the following documents:

a) Copy of the arbitration agreement or of the communications evidencing such agreement.

b) Copy of the contracts, if applicable, that gave rise to the dispute.

c) Document appointing the persons who will represent the party in the arbitration, signed by the party.

d) Evidence of payment of the Court admission and administration expenses and of the advanced payments on the arbitrator fees that apply. For these purposes, the claimant shall apply to the amount of the arbitration the maximum scale approved by the Court, which is attached as an Annex to this Rules.

5. If the request for arbitration is incomplete, copies or attachments are not presented in the required number, or the Court admission and administration expenses and advance payment on arbitrator fees have not been paid in total or partially, the Court may set a time limit of no more than ten days within which the claimant can remedy the defect or pay the expense or advance. Once the defect has been remedied or the expense or advance paid, the request for arbitration shall be deemed to have been validly presented on the date of its initial submission.

6. Upon receiving the request for arbitration with all its documents and copies, and after any defects therein have been remedied and the required expenses or advances have been paid, the Court will without further delay forward a copy of the request to the respondent.

6. Reply to the request for arbitration

1. The respondent shall answer the request for arbitration within fifteen days after its receipt.

2. The reply to the request for arbitration shall contain at least the following information:

a) The respondent's full name, address and other relevant identifying and contact information; in particular, it shall designate the person and address to whom communications shall be sent during the arbitration.

b) The full name, address and other relevant particulars for identifying and contacting the persons who will represent the respondent in the arbitration.

c) Brief pleadings regarding the description of the dispute given by the claimant.

d) The respondent's position on the claimant's petition for relief and remedies.

e) If the respondent objects to the arbitration, its position on the existence, validity or applicability of the arbitration agreement.

f) Its position on the proposal made by the claimant regarding the number of arbitrators, language and place of arbitration, if not previously agreed or if a modification thereof is sought.

g) If the arbitration agreement provides for the appointment of a three-member tribunal, the designation of the arbitrator the respondent is entitled to name, indicating his/her full name and contact particulars, accompanied by the declaration of independence and impartiality referred to by article 11.

h) The respondent's position on the laws and regulations that apply to the points at issue, if the issue has been raised by the claimant.

3. The reply to the request for arbitration must be accompanied by at least the following documents:

a) Document appointing the persons who will represent the party in the arbitration, signed by the party.

b) Evidence of payment of the Court admission and administration expenses and of the ad-

vanced payments on the arbitrator fees that apply. For these purposes, the respondent shall apply to the amount of the arbitration the maximum scale approved by the Court, which is attached as an Annex to this Rules.

4. If the reply to the request for arbitration is incomplete, copies or attachments are not presented in the required number, or the Court admission and administration expenses and advance payment on arbitrator fees have not been paid in total or partially, the Court may set a time limit of no more than ten days within which the respondent can remedy the defect or pay the expense or advance. Once the defect has been remedied or the expense or advance paid, the request for arbitration shall be deemed to have been validly presented on the date of its initial submission.

5. Upon receiving the reply to the request for arbitration with all its documents and copies, and if the required expenses and advances have been paid, the Court will forward a copy to the claimant.

6. Failure to submit the reply to the request for arbitration within the stipulated time limit shall not suspend the arbitral proceeding or the appointment of the arbitrators.

7. Counterclaim

1. If the respondent intends to make a counterclaim, it must do so in the same statement of reply to the request for arbitration.

2. The announcement of the counterclaim shall contain at least the following information:

a) A brief description of the dispute.

b) The relief or remedies sought, quantified if possible.

c) Reference to the arbitration agreement or clauses that apply to the counterclaim.

d) Indication of the laws and regulations that apply to the points at issue in the counterclaim.

3. The announcement of the counterclaim must be accompanied, at least, by evidence of payment of the Court expenses and of the advanced payment on the arbitrator fees that apply. For these purposes, the counterclaimant shall apply to the amount of the counterclaim the maximum scale approved by the Court, which is attached as an Annex to this Rules.

4. If an announcement of counterclaim has been made, the claimant shall respond to that announcement within ten days after its receipt.

5. The reply to the announcement of counterclaim shall contain at least the following information:

a) Brief pleadings regarding the description of the counterclaim given by the counterclaimant-respondent.

b) Its position on the relief and remedies sought by the counterclaimant-respondent.

c) Its position regarding the applicability of the arbitration agreement to the counterclaim, in the event it objects to the counterclaim's inclusion in the arbitration proceeding.

d) Its position on the laws and regulations that apply to the points at issue in the counterclaim, if that question has been raised by the counterclaimant-respondent.

7. Evidence of payment of the Court admission and administration expenses and of the advanced payment on the arbitrator fees that apply. For these purposes, the counterclaimant-respondent shall apply to the amount of the counterclaim the maximum scale approved by the Court, which is attached as an Annex to this Rules.

8. Prima facie review of the existence of an arbitration agreement

1. If the respondent does not answer the request for arbitration, declines to submit to arbitration or formulates one or more objections regarding the existence, validity or scope of the arbitration agreement, the following alternatives may arise:

a) If the Court is prima facie convinced of the possible existence of an arbitration agreement whereby resolution of the dispute is entrusted to the Court, it shall continue to pursue the arbitration proceeding (with the reservations regarding the advance on costs envisaged in this Rules), without prejudice to the admissibility or basis of the objections raised. In this case, the Arbitral Tribunal shall make the decision as to its own jurisdiction.

b) If the Court is not prima facie convinced of the possible existence of an arbitration agreement whereby resolution of the dispute is entrusted to the Court, it shall notify the parties that the arbitration cannot proceed.

If the claimant states its disagreement with this decision within five days after receipt thereof, the Court shall complete the appointment of the arbitrators according to the request of the claimant and to the Rules, provided the claimant has made the advance on costs it is required to disburse. Once appointed, the arbitrators shall issue a decision in which they review the decision of the Court.

The decision of the arbitrators shall be given in the form of a partial award and must be adopted within a maximum of 30 days after the arbitrators accept their appointment.

If the decision of the arbitrators ratifies the one adopted by the Court, the arbitrators shall order the claimant to pay all costs generated until that time.

2. The rules contained in this section shall likewise apply to the counterclaim, in such case considering the counterclaimant as claimant and the respondent to the counterclaim as respondent.

9. Joinder and Appearance of Third Parties

1. If a party submits a request for arbitration in relation to a legal relationship with respect to which there already exists an arbitration procedure governed by this Rules and pending between the same parties, the Court may, at the request of either party and after consulting with all of them and with the arbitrators, join the request to the pending proceeding. The Court shall take into account, amongst other points, the nature of the new claims, their connection to the ones formulated in the procedure already under way and the stage of the latter proceedings. If the Court decides to join the new request to a pending proceeding in which an arbitral tribunal has already been set up, the parties shall be presumed to waive their right to appoint an arbitrator with respect to the new request. The decision of the Court on joinder shall be final.

2. The arbitrators may, at the request of any party and after hearing all of them, allow the appearance of one or more third parties as parties to the arbitration.

10. Advance on costs

1. The Court of Arbitration of Madrid will set the amount of advance of arbitration costs, including any taxes thereon.

2. During the arbitration proceeding, the Court of Arbitration of Madrid may ex officio or at the request of the arbitrators request further advances of costs from the parties.

3. In the event that, because a counterclaim is filed or for any other reason, it becomes necessary to request that the parties pay advance on costs at different points in time, the Court shall be solely responsible for determining how to allocate the payments made to the advances of costs.

4. Unless otherwise agreed by the parties, the claimant and respondent shall pay those advances on costs in equal shares.

5. If at any time during the arbitration the requested advance on costs is not paid in full, the Court shall require the debtor party to make the outstanding payment within ten days. If the payment is not made within that time limit, the Court will so inform the other party so that, if the latter deems fit, it can make the outstanding payment within ten days. If neither party makes the outstanding payment, the Court may, at its discretion, refuse to administer the arbitration or perform the act for which purpose the pending advance was requested. If it refuses the arbitration, the Court will return to each party the amount they deposited, deducting the relevant amount in respect of administration expenses and, if applicable, arbitrator fees.

6. Similarly, if the advances or expenses received from the parties turn out to be higher than the sums fixed by the Court, the Court will return the surplus after the proceeding has ended.

7. After the award has been issued, the Court will send the parties a statement of settlement in relation to the advances received. The unused balance shall be repaid to the parties in the proportion to which each is entitled.

III. APPOINTMENT OF ARBITRATORS

11. Independence and impartiality

1. All arbitrators must be independent and impartial and so remain during the arbitration and must not maintain any personal, professional or business relation with the parties.

2. Prior to his/her appointment or confirmation, the person nominated as arbitrator must sign a declaration of independence and impartiality and inform the Court in writing of any circumstance that could be considered significant for his/her appointment, especially those which could raise doubts as to his/her independence or impartiality, as well as a declaration that his/her personal and professional circumstances will allow him/her to diligently discharge the duties of arbitrator and, in particular, comply with the time limits established in this Rules. The Court will forward this document to the parties in order for them to make their submissions on the matter within ten days.

3. The arbitrator must give immediate written notice to both the Court and to the parties of any circumstances of a similar nature that arise during the arbitration.

4. The arbitrator, by the fact of accepting his/her appointment, undertakes to perform the arbitrator function until completion, diligently and in compliance with the provisions of these Rules.

12. Number of arbitrators and appointment procedure

1. If the parties have not agreed the number of arbitrators, the Court shall decide if a sole arbitrator should be appointed or a three-member arbitral tribunal be set up, having regard to all of the circumstances.

2. As a general rule, the Court shall decide to appoint a sole arbitrator, unless the complexity of the case or the monetary amount in dispute justifies the appointment of three arbitrators.

3. If the parties have agreed or, in default thereof, the Court has decided to appoint a sole arbitrator, the parties shall be given a joint time limit of fifteen days to appoint the arbitrator by mutual agreement, unless both parties, in the request for arbitration and in the reply to the request for arbitration, stated their desire that the appointment be made directly by the Court, in which case it shall be made with no further procedural step. If the fifteen day time period expires without notice of appointment by mutual agreement, the sole arbitrator shall be appointed by the Court.

4. If before the commencement of the arbitration the parties have agreed to the appointment of three arbitrators, each party, in their respective request for arbitration or reply to the request for arbitration, shall nominate one arbitrator. The third arbitrator, who will act as chairman of the arbitral tribunal, shall be appointed by the other two arbitrators, who shall be given fifteen days within which to make such appointment by mutual agreement. If that time limit expires without notice of the appointment by mutual agreement, the third arbitrator shall be appointed by the Court. If a party fails to nominate the arbitrator it is entitled to nominate in the aforesaid documents, the Court shall make the appointment in its place, along with, the appointment of the third arbitrator.

5. If, in the absence of agreement by the parties, the Court decides that a tribunal of three members should be appointed, it will give the parties a joint time limit of fifteen days for each of them to appoint the arbitrator they are entitled to appoint. If this time limit expires without a party giving notice of its nomination, the arbitrator that party is entitled to appoint shall be appointed by the Court. The third arbitrator shall be appointed as established in the preceding paragraph.

6. Arbitrators must accept their appointment within ten days after receipt of the Court communication informing them of their appointment.

13. Confirmation or appointment by the Court

1. When appointing or confirming an arbitrator, the Court must take into account the nature and circumstances of the controversy, the nationality, location and language of the parties, as well as the person's availability and suitability for conducting the arbitration in accordance with the Rules.

2. The Court shall notify the parties as to any circumstance it knows regarding an arbitrator appointed by the parties that could affect his/her suitability or prevent or seriously hinder him/her from performing his/her functions in accordance with the Rules or in compliance with the stipulated time frame.

3. The Court shall confirm the arbitrators appointed by the parties, unless it believes, at its sole discretion, that the nominee's relation with the dispute, the parties or their representatives could give rise to doubts as to his/her suitability, availability or impartiality.

4. If an arbitrator nominated by the parties or arbitrators does not obtain the Court's confirmation, the party or arbitrators who made the proposal shall be given a new time limit of ten days to nominate another arbitrator. If the new arbitrator is not confirmed either, the Court shall proceed to make the appointment.

5. In international arbitration, unless the parties provide otherwise, if the parties are of different nationalities, the sole arbitrator or arbitrator-chairman shall be of a different nationality

than the parties, unless the circumstances advise otherwise and no party objects thereto within the time limit set by the Court.

6. The decision on the appointment, confirmation, challenge or replacement of an arbitrator shall be final.

14. Multiple parties

1. If there are several claimants or respondents and three arbitrators are to be appointed, the claimants shall jointly nominate one arbitrator and the respondents shall jointly nominate another.

2. In the absence of such joint proposal and in default of an agreement as to the method for establishing the arbitral tribunal, the Court shall appoint the three arbitrators and appoint one of them to act as chairman. The Court shall appoint the arbitral tribunal according to what is provided in section 13 above, proposing at least three candidates for each arbitrator to be appointed.

15. Challenge of arbitrators

1. A challenge to an arbitrator, based on lack of independence or impartiality or any other reason, must be submitted to the Court in a written notice of challenge specifying and supporting the facts on which the challenge is based. Unless otherwise agreed by the parties, it shall fall to the Court to decide on the challenges made.

2. The challenge must be submitted within fifteen days after receiving communication of the appointment or confirmation of the arbitrator or after the date, if later, on which the parties learned of the facts on which the challenge is based.

3. The Court shall notify the notice of challenge to the challenged arbitrator and to the rest of the parties. If within ten days after such communication, the other party or the arbitrator agree to the challenge, the challenged arbitrator shall discontinue discharging his/her functions and another arbitrator shall be appointed as provided in article 16 of this Rules for replacements.

4. If neither the arbitrator nor the other party agrees to the challenge, they must submit to the Court a written statement to such effect within the same ten days and, after the evidence proposed, as the case may be, has been obtained and admitted, the Court shall issue a reasoned decision on the challenge raised.

5. If, by agreement of the parties, the decision on the challenge is to be made by the arbitrators and they reject the challenge, the challenging party may submit a written objection to the Court within three days following notification of the decision. The Court, in a reasoned report issued within ten days after the objection, may ask the arbitrators to issue a new decision taking into account the criteria cited in its report.

6. The party whose challenge is rejected shall bear with the costs of the challenge proceedings.

16. Replacement of arbitrators and its consequences

1. An arbitrator shall be replaced in the event of death or resignation, in the event a challenge is sustained or when requested by all parties.

2. An arbitrator shall also be replaced at the initiative of the Court or of the rest of the arbitrators, after hearing the parties and the arbitrators during a common time limit of ten days, if the arbitrator fails to perform his/her functions according to the Rules or within the stipulated time frame, or if any circumstance that seriously hinders such performance occurs.

3. Regardless of the reason why a new arbitrator must be appointed, the appointment shall be done according to the rules regulating appointment of the replaced arbitrator. When needed, the Court shall set a time limit for the party entitled to nominate a new arbitrator to do so. If that party does not make a nomination within the stipulated time limit, the new arbitrator shall be appointed by the Court as provided in section 13 above.

4. As a general rule, in the event of replacement of an arbitrator, the arbitration proceeding shall resume as from the point at which the replaced arbitrator stopped performing his/her functions, unless the arbitral tribunal or, in the event of a sole arbitrator, the Court decides otherwise.

5. Subsequent to the closing of the proceedings, instead of replacing an arbitrator the Court may decide, after hearing the parties and the rest of the arbitrators during a common time limit of ten days, that the remaining arbitrators should continue the arbitration without a substitute being appointed.

IV. GENERAL PROVISIONS ON THE ARBITRATION PROCEEDING

17. Place of arbitration

1. The place of arbitration shall be understood to be the city of Madrid, unless the parties have agreed otherwise.

2. As a general rule, the hearings and meetings shall take place at the place of arbitration, although the arbitrators may hold meetings for deliberation or for any other purpose at any other place they deem appropriate. They may also hold hearings away from the place of arbitration, with the consent of the parties.

3. The award shall be considered to be made at the place of arbitration.

18. Language of the arbitration

1. The language of the arbitration shall be Spanish, unless the parties have agreed otherwise.

2. The arbitral tribunal may order that any documents presented during the proceedings in their original language be accompanied by a translation into the language of the arbitration, unless the parties have agreed that documents originally drawn up in the said language do not need to be translated into the language of the arbitration.

19. Representation of the parties

The parties may be represented or assisted by persons of their choice. For such purpose, it shall be sufficient for the party to communicate in the relevant document the name of the representatives or advisors, their contact information and capacity in which they are acting. In the event of doubt, the arbitral tribunal or the Court may require reliable proof of the powers of representation granted.

20. Rules of procedure

1. As soon as the arbitral tribunal is formally constituted, and provided the required advance on costs has been paid, the Court shall deliver the case file to the arbitrators.

2. Subject to the provisions of this Rules, the arbitrators may conduct the arbitration in the manner they deem appropriate, always abiding by the principle of equality of the parties and giving each of them sufficient opportunity of presenting their case.

3. The parties, by mutual agreement expressed in writing, may at their convenience modify the terms of Title V of this Rules, and the arbitrators shall respect such modifications and conduct the proceeding accordingly.

4. Without prejudice to what is provided in the preceding section the arbitrators shall conduct and organise the arbitration proceeding, after consulting, where applicable, with the parties, by means of procedural orders.

5. A copy of all communications, briefs and documents which a party submits to the arbitral tribunal must be sent simultaneously to the other party and to the Court. The same rule shall apply to the communications and decisions sent by the arbitral tribunal to the parties or to any one of them.

6. All persons participating in the arbitration proceeding shall act in accordance with the principle of good faith.

21. Rules applicable to the merits of the case

1. The arbitrators shall decide the dispute in accordance with the rules of law chosen by the parties or, in default thereof, according to the rules of law they deem appropriate.

2. The arbitrators shall only decide in equity, that is, ex aequo et bono or as “amiable compositeurs”, if the parties have expressly authorised them to do so.

3. In all cases, the arbitrators shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the case.

22. Tacit waiver to object

A party shall be deemed to have waived its right to object if having been aware of a violation of a provision of these Rules, continues with the arbitration without promptly reporting such violation.

V. CONDUCT OF THE PROCEEDING

23. First procedural order

1. As soon as they receive the case file from the Court and, in all events, within 30 days following receipt thereof, the arbitrators shall issue, upon prior consultation with the parties, a procedural order setting out, at minimum, the following questions:

a) The full name of the arbitrators and the parties, and the address they have designated for communication purposes in the arbitration.

b) The communication methods that are to be used.

c) The language and place of arbitration.

d) The rules of law that apply to the merits of the case or, where appropriate, if the decision should be made in ex aequo et bono.

e) The working calendar for the arbitration.

2. The parties authorise the arbitrators to modify the working calendar as many times and with the scope they consider necessary, including extending or suspending, if necessary, the time limits initially established within the limits fixed in article 38.

24. Statement of Claim

1. Once the calendar has been established, if it does not provide otherwise, the arbitrators shall give the claimant thirty days within which to file the statement of claim.

2. In the statement of claim the claimant shall set out:

a) The specific remedies sought.

b) The facts and legal grounds on which the plea for those remedies is based.

c) A list of the evidence it will seek to employ.

3. The statement of claim must also be accompanied by all documents, statements by witnesses and expert reports the claimant seeks to use in support of its claim.

25. Statement of Defence

1. After the respondent has received the statement of claim, it shall have the time period specified in the calendar or, in default thereof, thirty days within which to present its statement of defence, which must comply with the provisions of the preceding article for the claim.

2. Failure to submit a statement of defence shall not impede the normal conduct of the arbitration.

26. Statement of Counterclaim

1. In the same statement of defence, or in a separate submission, if so envisaged, and provided it has been appropriately announced, the respondent may submit a statement of counterclaim, which shall conform to the provisions for the statement of claim.

2. After the claimant has received the statement of counterclaim, it shall have the time period specified in the calendar or, in default thereof, thirty days within which to present its statement of reply to the counterclaim, which must comply with the provisions governing the statement of defence.

27. New claims

The submission of new claims shall require authorisation from the arbitrators, who in deciding on the matter shall take into account the nature of the new claims, the state of the proceedings and all other relevant circumstances.

28. Other written submissions

The arbitrators may decide if the parties will be ordered to file other written submissions, in addition to the statement of claim and statement of defence, such as second and further replies and answers, and set the time limits for their filing.

29. Evidence

1. After the claim or, as the case may be, the counterclaim has been answered, the parties shall be given a simultaneous time limit of ten days to request the additional evidence they will need in support of their pleadings. The arbitral tribunal may replace this written procedure with a hearing, which in all cases must be held if requested by all parties.

2. Each party shall have the burden of proving the facts relied on to support its claim or defence.

3. It shall fall to the arbitrators to decide, in a procedural order, as to the admission, suitability and relevance of the evidence requested by the parties or decided ex officio.

4. The taking of evidence shall be carried out on the basis of the principle that each party has the right to know reasonably in advance the evidence on which the other party will base its arguments.

5. At any time during the proceedings, the arbitrators may request the parties to produce other documents or evidence, which must be submitted within the time limit fixed for such purpose.

6. If a mean of evidence is in the possession or control of one party and it unreasonably refuses to produce it or give access thereto, the arbitrators may draw such conclusions as they see fit from such behaviour in relation to the facts related to that piece of evidence.

7. The arbitrators shall be free to evaluate the evidence according to the rules of sound criticism and reasoned judgment.

30. Hearings

1. The arbitrators may decide the dispute based solely on the documents submitted by the parties, unless any party requests that a hearing be held.

2. To hold a hearing, the arbitral tribunal shall summon the parties reasonably in advance to appear before the tribunal on the day and at the place it determines.

3. The hearing may be held even if a party, having been notified duly in advance, does not appear and fails to state a valid excuse for the failure.

4. Conduct of the hearings falls exclusively to the arbitral tribunal.

5. Duly in advance and after consulting the parties, the arbitrators will establish, in the form of a procedural order, the rules by which the hearing will be conducted, the manner in which witnesses or experts are to be examined and the order in which they will be called.

6. The hearings shall be held in camera, unless the parties agree otherwise.

31. Witnesses

1. For the purposes of these Rules, all persons who give a statement on their knowledge of any factual matter shall be considered witnesses, regardless of whether or not they are parties to the arbitration.

2. The arbitrators may provide that witnesses give their testimony in writing, although they shall also be able to provide that a witness be examined before the arbitrators and in the presence of the parties, orally or by any other means of communication that makes their physical presence unnecessary. Oral statements by a witness must always be obtained whenever requested by one of the parties and the arbitrators so decide.

3. If a witness called to appear in a hearing for examination does not appear and does not give evidence of a valid excuse, the arbitrators may take such failure into account in their assessment of the evidence and, if applicable, regard the written statement as not having been submitted, as they deem appropriate having regard to the circumstances.

4. All parties may submit to the witness the questions they deem appropriate, under the control of the arbitrators as to their relevance and utility. The arbitrators may also submit questions to the witness at any time.

32. Experts

1. The arbitrators, after consulting the parties, may appoint one or more expert witnesses to report on concrete matters. Such expert witnesses must be and remain independent of the parties and impartial during the course of the arbitration.

2. The arbitrators shall also have authority to order any of the parties to make available to the experts appointed by the arbitrators all relevant information or any other documents, items or evidence that they must examine.

3. The arbitrators shall forward to the parties the report of the expert they appointed, in order for them to make such pleadings as they deem fit regarding the report in the conclusions stage. The parties shall have the right to examine any document the expert cites in his/her report.

4. After presenting his/her report, every expert, appointed by the parties or by the arbitrators, must appear if so requested by the parties and provided the arbitrators deem appropriate, in a hearing at which the parties and the arbitrators may examine the expert on the content of his/her report. If the experts were appointed by the arbitrators, the parties may, in addition, present other experts to testify on the matters under debate.

5. The examination of experts may be done successively or simultaneously in a confrontation hearing, as decided by the arbitrators.

6. The fees and expenses of all experts appointed by the arbitral tribunal shall be considered costs of the arbitration.

33. Conclusions

At the conclusion of the hearing or, if the proceeding was conducted solely in writing, after the last submission is received from the parties, the arbitral tribunal, within the time limit indicated in the calendar or, in default thereof, within fifteen days, shall give notice to the parties to present their conclusions in writing and simultaneously. The arbitral tribunal may replace the written conclusions procedure with conclusions presented orally in a hearing, which must be held if so requested by all parties.

34. Challenge to the jurisdiction of the arbitral tribunal

1. The arbitrators shall have authority to decide on their own jurisdiction, including on objections with respect to the existence or validity of the arbitration agreement or any other objections which, if upheld, would prevent the consideration of the merits of the dispute. These powers include the authority to review the decisions of the Court referred to in article 8.

2. For these purposes, an arbitration agreement which forms part of a contract shall be deemed to be an agreement independent from the other terms of the contract. A decision by the arbitral tribunal that the contract is void shall not entail by itself that the arbitration agreement is void.

3. As a general rule, objections to the jurisdiction of the arbitrators shall be raised in the reply to the request for arbitration or, thereafter, in the statement of defence or, if applicable, in the reply to the counterclaim, and shall not suspend the proceedings.

4. As a general rule, objections to the jurisdiction of the arbitrators shall be decided as a preliminary question and in an award, after hearing all parties, although they may also be decided in the final award after the proceedings have concluded.

35. Default

1. If the claimant does not submit the statement of claim within the stipulated time period and does not show sufficient cause, the proceedings shall be terminated.

2. If the respondent fails to answer in due time without showing sufficient cause, the proceedings shall be ordered to continue.

3. If one of the parties, having been duly called, fails to appear at a hearing and does not show sufficient cause, the arbitrators shall have authority to continue with the arbitration.

4. If one of the parties, duly instructed to produce documents, fails to do so in the stipulated time frame and does not show sufficient cause, the arbitrators may make the award based on the evidence available to them.

36. Interim measures of protection

1. Unless otherwise agreed by the parties, the arbitrators may, at the initiative of any of the parties, grant the interim measures or remedies they deem necessary, weighing the circumstances of the case and, in particular, the appearance of a valid right, the danger of delay and the consequences that could arise from adoption or rejection of such measures. The measures must be proportionate to the purpose pursued and as little burdensome as possible for achieving that purpose.

2. The arbitrators may require sufficient security from the petitioner of such measures, including in the form of a counterguarantee endorsed in a manner the tribunal deems sufficient.

3. The arbitrators shall decide on the requested measures after hearing all interested parties.

4. The adoption of interim measures or remedies may be done in the form of a procedural order or, if so requested by a party, as an award.

37. Closing of the proceedings

The arbitrators shall declare the closing of the proceedings when they deem that all parties have had sufficient opportunity to present their cases. After that date, no submissions, pleadings or evidence may be presented, unless the arbitrators so authorise, by reason of exceptional circumstances.

VI. TERMINATION OF THE PROCEEDING AND AWARD

38. Time limit for making the award

1. If the parties have not provided otherwise, the arbitrators shall decide on the petitions submitted within six months after the submission of the statement of defence or from the expiry of the time limit to submit it, or if applicable, the reply to the counterclaim or from the expiry of the time limit to submit it. In all events, the time limit for making the award may be extended by agreement of all parties.

2. By submitting to these Rules the parties delegate to the arbitrators the authority to extend the time limit for making the award for a period of no more than two months in order to conclude their mission adequately. The arbitrators shall give the reasons for their decision and strive to avoid delays.

3. Having regard to the exceptional circumstances of the case, at the reasoned request of the arbitrators, the Court may ex officio extend the time limit for making the award for an additional period of not more than two months.

4. If an arbitrator is replaced in the last month of the time period stipulated for making the award, that period shall be automatically extended for thirty additional days.

39. Form, content and communication of the award

1. The arbitrators shall decide on the dispute in one award or in as many partial awards as they deem necessary. All awards shall be considered to be made in the place of arbitration and on the date mentioned in the award.

2. Where there is more than one arbitrator, the award shall be adopted by a majority of the arbitrators. If there is no majority, the chairman shall decide.

3. The award shall be made in writing and shall be signed by the arbitrators, who may issue a dissenting opinion. Where there is more than one arbitrator, it shall suffice for the award to be

signed by the majority of the arbitrators or, in default thereof, by the chairman, provided the reasons for any omitted signatures are stated.

4. The award shall state the reasons upon which it is based, unless the parties have otherwise agreed or the award is an award on agreed terms.

5. The arbitrators shall decide on the costs of the arbitration in the award. Any order to pay costs shall be reasoned taking into account the criterion indicated in the following paragraph and any delays the parties may have caused in the proceeding.

6. Unless the parties agree otherwise in writing, the arbitrators may make their orders on arbitration costs on the basis of the principle that the decision proportionally reflects the parties´ relative success and failure of their respective positions in the case, except when it appears to the arbitrators that in the particular circumstances of the case the application of this general principle is inappropriate.

7. If applicable, express mention shall be made of the credit right referred to in paragraph three of article 46.

8. The award shall be issued in as many originals as parties have participated in the arbitration plus an additional one to be deposited in the archive set up by the Court for such purpose.

9. The award shall be notarised if a party so requests, with all expenses required for such purpose to be borne by the requesting party.

10. The arbitrators shall communicate the award to the parties through the Court by delivering a signed copy to each of them in the manner indicated in article three. The same rule shall apply to any correction, clarification or addition to the award.

40. Award on agreed terms

If during the arbitration proceeding the parties reach an agreement that fully or partly settles the dispute, the arbitrators shall terminate the proceedings with respect of the matters agreed and, if requested by both parties and not objected to by the arbitrators, shall record the settlement in the form of an award on agreed terms.

41. Prior examination of the award by the Court

1. Before signing the award, the arbitrators shall submit it to the Court, which may, during the following ten days, make strictly formal modifications.

2. Without affecting the freedom of decision of the arbitrators, the Court may also call their attention to certain matters relating to the merits of the case, as well as to the determination and apportionment of costs.

3. The Court's prior examination shall in no event imply assumption of any responsibility by the Court as to the terms of the award.

42. Correction, clarification and addition to the award

1. Within ten days following the communication of the award, unless the parties have agreed another period of time, either party may ask the arbitrators to:

a) Correct any error of calculation, copying mistake or misprint or any error of similar nature.

b) Clarify a point or a specific part of the award.

c) Make an additional award as to claims presented in the arbitration proceedings but not resolved in the award.

2. After hearing the other parties for a period of ten days, the arbitrators may decide as appropriate by issuing an award within twenty days.

3. Subject to the time limits indicated in the foregoing paragraphs, the arbitrators may proceed ex officio to rectify awards referred to by subparagraph a) of paragraph one.

43. Effects of the award

1. The award is binding on the parties. The parties undertake to honour the award without delay.

2. If in the place of arbitration it is possible to bring an appeal as to the merits of the case or a specific point of the dispute, it shall be understood that the parties, by submitting to this arbitration Rules, have waived those appeals, provided such waiver is legally admissible.

44. Other forms of termination

The arbitration proceeding may also be terminated:

a) By withdrawal by the claimant, unless the respondent objects to termination and the arbitrators recognise a legitimate interest in obtaining a final resolution to the dispute.

b) When the parties so provide by mutual agreement.

c) When, in the judgment of the arbitrators, further pursuit of the arbitration has become unnecessary or impossible.

45. Custody and conservation of the arbitration case file

1. The Court shall be responsible for the custody and conservation of the arbitration case file, after the award has been made.

2. One year after the award is made, upon giving prior notice to the parties or to their representatives to request separation and delivery, at their cost, of the documents submitted by them, the obligation to preserve the case file and its documents shall expire, except for one copy of the award and of the decisions and communications of the Court relating to the proceeding, which shall be kept in the archive set up for such purpose by the Court.

3. For so long as the Court's obligation of custody and conservation of the arbitration case file remains in force, either party may request separation and delivery, at its cost, of the original documents it submitted.

46. Costs

1. The costs of the arbitration shall be fixed in the final award and shall include:

a) the Court expenses for admission and administration of the case, according to Sections A (Admission Expenses) and C (Administration Expenses) of the Annex to the Rules (Costs of Arbitration), and, if applicable, the expenses of renting premises and equipment for the arbitration;

b) the fees and expenses of arbitrators, which shall be fixed or approved by the Court according to Section B (Fees of arbitrators) of the Annex to the Rules (Costs of Arbitration)

c) the fees of the experts appointed by the arbitral tribunal, if applicable;

d) the reasonable expenses incurred by the parties in defending their positions in the arbitration.

2. To fix the expenses, the arbitrators shall ask the parties, after the conclusions phase, for a list of the expenses incurred and the relevant supporting documents. The arbitrators will have authority to exclude expenses they consider inappropriate and moderate those they regard as excessive.

3. If by virtue of the order to pay costs, a party owes a debt to the other, the award shall include an express statement of the credit right of the creditor party and of the amount owed.

47. Arbitrator fees

1. The Court shall fix the fees of the arbitrators according to Section B (Fees of arbitrators), of the Annex to the Rules (Costs of Arbitration) taking into account the time dedicated by the arbitrators and any other relevant circumstances, in particular the early termination of the arbitration proceeding by agreement of the parties or for any other reason and any delays that arose in making the award.

2. No additional fees shall accrue for the corrections, clarifications or additions to the award provided for in article 42.

48. Confidentiality

1. Unless otherwise agreed by the parties, the Court and the arbitrators are obliged to keep the arbitration and the award confidential.

2. The arbitrators may order such measures as they deem fit to protect trade or industrial secrets or any other confidential information.

3. The deliberations of the arbitral tribunal are confidential.

4. An award may be made public if the following conditions are fulfilled:

a) that the relevant request for publication is made to the Court or the Court itself believes it is of interest for legal doctrine;

b) that all references to the names of the parties and to information by which they may be identified are eliminated; and

c) that none of the parties to the arbitration objects to such publication within the period of time fixed by the Court for such purpose.

49. Liability

Neither the Court nor the arbitrators shall be responsible for any act or omission relating to an arbitration administered by the Court, unless they are demonstrated to have engaged in wilful misconduct.

50. Fast Track proceeding

1. The parties may agree to have the arbitration proceeding governed by the fast track proceeding established in this article, which modifies the general rules in the following:

a) The Court may shorten the time frame for appointing arbitrators;

b) If the parties request non-documentary evidence, the arbitral tribunal may hold a single hearing to obtain testimony and expert evidence, as well as to hear oral conclusions;

c) The arbitrators shall make the award within four months after the statement of defence is submitted or the reply to the counterclaim is filed. The arbitrators may only extend the time limit for making the award for a single additional period of one month.

d) The arbitration proceeding shall be conducted by a sole arbitrator, unless the arbitration agreement stipulates the choice of an arbitral tribunal. When the parties have agreed before the arbitration begins that three arbitrators be appointed, the Court will invite the parties to agree to appoint a sole arbitrator.

2. The fast track procedure shall be applied, by decision of the Court, in all cases in which the total amount of the proceeding (including the counterclaim, if applicable) does not exceed 100,000 euros, provided there are no circumstances which, in the judgment of the Court, make it advisable to use the ordinary procedure. The decision to conduct an arbitration case using the fast track procedure shall be final.

First additional provision

These Rules shall come into effect on 1 January 2009, at which time the previous Rules shall be repealed, without prejudice to the terms of the Sole Transitional Provision.

Second additional provision

The repeal or any amendment of these Rules shall require the approval of the Plenary of the Official Chamber of Commerce and Industry of Madrid by simple majority.

Sole transitional provision

Proceedings initiated before the effective date of this Rules shall continue to be governed by the previous Rules until their termination.