



CAMERA ARBITRALE FORENSE

RULES OF ARBITRATION WITH A SOLE ARBITRATOR

Effective from 23 April 2026

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CHAPTER I – INTRODUCTION

Art. 1 – Purpose of the Rules

1.1. These Rules set out the provisions applicable to the conduct of arbitration proceedings administered by the Milan Bar Association Arbitration Chamber (hereinafter also referred to as the “Milan Bar Association Arbitration Chamber”) of the Milan Bar Association.

1.2. The Milan Bar Association Arbitration Chamber operates through the Executive Board and the Arbitration Secretariat.

1.3. The Council of the Milan Bar Association approves amendments to these Rules upon the proposal of the Executive Board, setting the date on which the new rules come into force.

CHAPTER II – BODIES OF THE ARBITRATION CHAMBER

Art. 2 – The Executive Board

2.1 The Executive Board performs the functions and fulfils the obligations set out in the Statutes, which form an integral part of these Rules. Insofar as the arbitration procedure is concerned, the Executive Board performs the following functions:

- a) it drafts, revises and updates the Rules containing the provisions relating to the functioning of the Milan Bar Association Arbitration Chamber (hereinafter also referred to as “the Rules” or the “Rules of Procedure”) to be submitted, under its responsibility, for approval by the Council of the Milan Bar Association;
- b) maintains, updates and periodically reviews the List of counsels qualified to act as arbitrators at the Milan Bar Association Arbitration Chamber; orders the registration, suspension and removal, whether permanent or temporary, of arbitrators from the List in the cases provided for in Chapter XII of the Regulations and/or by law; arranges, through the Secretariat, for the issue of certificates of registration on the List of Counsels qualified to act as Arbitrators at the Milan Bar Association Arbitration Chamber, as provided for in Chapter XII
- c) arranges, through the Secretariat, for the maintenance and administration of the List of Trainee Counsels who intend to register on the List of Counsels qualified to act as Arbitrators at the Milan Bar Association Arbitration Chamber; orders registrations and removals, whether permanent or temporary, from the List of Trainee Counsels and issues certificates of registration;

- d) receives applications for arbitration and administers the proceedings in accordance with these Rules;
- e) appoints Arbitrators in proceedings administered by the Milan Bar Association Arbitration Chamber in accordance with the provisions of these Rules, on the basis of the criteria of registration, authority and competence, and ensures the distribution of appointments and their rotation in accordance with the provisions of Chapter XII;
- f) where designated solely as the appointing authority for Arbitrators in other proceedings, it shall make the appointment, in which case a flat fee of €300.00 shall be payable for the performance of this function;
- g) upon notification by the Arbitration Secretariat, determines the value of the dispute where it is indeterminate, cannot be determined or there is a disagreement between the Parties regarding its determination, as well as where it reasonably considers that it differs from that indicated by the applicant Party or should be adjusted in view of the subject matter indicated or the claims made by the other Party, or where the application of the parameters of the Rules is manifestly inappropriate;
- h) ensures that the Arbitrator's independence and impartiality are upheld through the specific procedure set out in Chapter VII below;
- i) ensures that the Arbitrator and the Technical Expert comply with and apply the Rules;
- j) issues opinions on the independence and impartiality of the Arbitrator as referred to in Article 25
- k) examines any communication concerning the Arbitrators upon the recommendation of the Arbitral Secretariat and/or the Administrative Secretary;
- l) determines the fees for the Arbitrator in accordance with the Rules, as well as the administrative fees, secretarial expenses and any other remuneration due to the Milan Bar Association Arbitration Chamber pursuant to Article 50.

Art. 3 – The Arbitration Secretariat and the Secretary of the Proceedings

3.1 The Arbitration Secretariat shall perform all administrative tasks and functions relating to the activities of the Milan Bar Association Arbitration Chamber as provided for in these Rules and in the Statutes.

3.2 The Arbitration Secretariat carries out its activities in premises and with staff made available by the Milan Bar Council, at whose headquarters it is based, at Via Freguglia 1, Milan. It is headed by an Administrative Secretary.

3.3 The contact details for the Arbitration Secretariat are as follows:

- (i) telephone 02 54019715
- (ii) Certified email: pec@cert.camerarbitraleforense.it
- (iii) Standard email: segreteria@camerarbitraleforense.it

3.4 The Arbitration Secretariat communicates in Italian and English.

3.5 The Arbitration Secretariat ensures the coordination of the various parties involved in the arbitration proceedings. In particular:

- a) it maintains the Register of Arbitrations, including in electronic form, containing the files and records relating to the value of the arbitration proceedings, the sequential reference number, the identifying details of the Parties, including whether the conditions for legal aid have been met, the subject matter of the dispute, the appointed arbitrator, and the duration of the proceedings;
- b) receives the documents relating to the arbitration proceedings filed by the Parties and the Arbitrators and sends all required communications to them;
- c) receives from the Arbitrator the Declarations of Acceptance and Independence and the Parties' Applications for Recusal, and manages the verification procedure with the Executive Board;
- d) maintains a list of the Executive Board's decisions regarding the arbitrator's independence and impartiality;
- e) compiles the case file for each arbitration proceeding;
- f) determines the value of the dispute on the recommendation of the Arbitrator and after consulting the Parties' Counsel; only where a disagreement or uncertainty remains shall it refer the matter to the Executive Board in accordance with Article 2(g) of these Rules of Procedure;
- g) shall collect and record the minutes of the arbitration hearings;
- h) receives communications addressed to the Arbitrator and acts upon them as directed by the latter;
- i) acts as the secretariat for each individual arbitration proceeding, including in support of the Secretary of the proceedings appointed by the Arbitrator;
- j) issues to the Parties, upon their request, copies of the minutes and orders, certifying their conformity with the original;
- k) issues to the Parties a receipt for deposits made, certifying the date;

- l) keeps the records and documents of the proceedings at the exclusive disposal of the Arbitrators and the Parties;
- m) ensures that the award complies with formal requirements prior to signing;
- n) collects administrative fees, secretarial expenses and any other remuneration due to the Milan Bar Association Arbitration Chamber;
- o) ensures, under the direction of the Executive Board, the maintenance, including in electronic form, updating and periodic review of the List of Counsels qualified to act as arbitrators at the Milan Bar Association Arbitration Chamber;
- p) shall, under the direction of the Executive Board, maintain and administer the List of Trainee Counsels who intend to be included in the List of Counsels qualified to act as arbitrators at the Milan Bar Association Arbitration Chamber, as directed by the Executive Board.
- q) shall, on the recommendation of the Executive Board, issue certificates of registration on the List of Counsels Qualified to Act as Arbitrators at the Milan Bar Association Arbitration Chamber and on the List of Trainee Counsels, as provided for in Chapter XII.

3.6 if requested by the Arbitrator and subject to the consent of the Parties, for each individual arbitration proceeding, it proposes a Secretary (hereinafter also referred to as the “Secretary of the proceedings”), preferably drawing from the list of Trainees. The Secretary of the proceedings is appointed by the Arbitrator. The appointment of the Secretary of the proceeding is optional and entails the application of the costs provided for under Articles 50 et seq. of these Rules. The Secretary shall be responsible for purely operational tasks ancillary to the conduct of the arbitration proceedings, such as certification (drafting of minutes), executive tasks (transmission of orders issued outside the hearing and of any communication from the Arbitrator to the Parties), and organization (maintenance of the case file, production of copies, requests from entitled parties).

CHAPTER III – ARBITRATION AGREEMENT

Art. 4 – General Principles

4.1. The arbitration proceedings shall be administered and governed by the Milan Bar Association Arbitration Chamber in all cases where a valid arbitration agreement, in writing, has been entered into in accordance with the law, which expressly refers to the provisions of these Rules, or where the Parties have subsequently so agreed even if the arbitration agreement did not provide for this.

4.2. Arbitration is classified as binding arbitration (“rituale”) or contractual arbitration (“irrituale”) depending on the intention expressed by the Parties in the arbitration agreement or prior to the

commencement of the arbitration. In the absence of a specific written indication by the Parties, the arbitration shall be deemed to be binding (“rituale”).

4.3. Subject to the provisions of Article 4.6, in the case of binding (“rituale”) arbitration, the arbitration shall be governed by the Rules, subject to the application of any specific provisions agreed by the Parties insofar as they are compatible with the Rules. The Arbitrator shall have the power to further regulate the conduct of the arbitration in the manner he or she deems most appropriate where the Rules or the Parties have not provided otherwise. In all other respects, the provisions of Articles 806 et seq. of the Italian Code of Civil Procedure relating to arbitration shall apply, unless derogated from by these Rules.

4.4. In the case of contractual arbitration (“irrituale”), Article 808-ter of the Italian Code of Civil Procedure shall apply and, after consulting the Parties, the Arbitrator shall regulate the procedure in accordance with the provisions of the Rules where applicable.

4.5. Notwithstanding the provisions of Article 832(2) of the Code of Civil Procedure, in the event of a conflict between the provisions of these Rules and those of the arbitration agreement, where the Parties do not agree that the provisions of these Rules shall prevail, the arbitration may not be administered by the Milan Bar Association Arbitration Chamber, except in exceptional cases by specific decision of the Executive Board.

4.6. The award shall be made in accordance with the law, unless the Parties mutually agree that it should be made on the basis of equity or this is provided for in the arbitration agreement.

4.7. The provisions of these Rules shall also apply, where compatible, to arbitration proceedings arising from *a transfer of jurisdiction* from ordinary court proceedings, as provided for in Article 1 of Decree-Law No 132 of 2014 and the related Conversion Act No 162 of 2014, and in Article 819-*quater* of the Code of Civil Procedure.

Article 5 – Arbitration Agreement

5.1. To initiate arbitration administered by the Milan Bar Association Arbitration Chamber, the Parties must make explicit reference to it in the arbitration clause, in an arbitration agreement, in an agreement concerning non-contractual matters, or even in a separate agreement

5.2. Parties intending to refer a dispute to arbitration administered in accordance with the Rules of the Milan Bar Association Arbitration Chamber must include in their bilateral or multilateral legal instruments (contracts, condominium regulations, articles of association and/or memoranda of

association, mandates, and so on) a suitable arbitration clause, for which the following models are suggested:

Standard Arbitration Agreement

All disputes relating to and/or arising from and/or connected with this relationship, whether it be a contract, legal transaction, mandate, condominium regulations, and/or any other related dispute concerning enforceable rights arising from this relationship, shall be referred, regardless of the number of Parties, to the decision of a **Sole Arbitrator appointed by the Milan Bar Association Arbitration Chamber**, with its seat in Milan, at the Milan Bar Association, in accordance with its Rules in force at the time of submission of the request for arbitration, which the Parties hereby agree to accept.

The Sole Arbitrator shall decide **in accordance with the law, with powers to grant interim measures**.

The arbitration shall be binding (“rituale”).

The arbitration proceedings shall take place in Milan at the headquarters of the Milan Bar Association Arbitration Chamber.

The substantive law governing the contract and the arbitration agreement shall be **Italian** law, without reference to conflict-of-law rules.

The arbitral award may be challenged on the grounds of a breach of the rules of law relating to the merits of the dispute pursuant to Article 829(3) of the Italian Code of Civil Procedure.

Arbitration Agreement

Where a dispute has arisen between the Parties, who have not provided for an arbitration agreement in the relationship between them, they may enter into an Arbitration Agreement, that is, an agreement submitting such dispute to arbitration proceedings

*The undersigned, given that a dispute has arisen between them concerning ... agree that such dispute and/or any other related dispute concerning enforceable rights arising from this relationship shall be referred for decision to a **Sole Arbitrator appointed by the Milan Bar Association Arbitration Chamber**, with seat in Milan at the Milan Bar Association, in accordance with its Rules in force at the time of submission of the request for arbitration, which the Parties hereby agree to accept.*

The Sole Arbitrator shall decide **in accordance with the law, with powers to grant interim measures.**

The arbitration shall be binding (“rituale”).

The arbitration proceedings shall take place in Milan at the headquarters of the Milan Bar Association Arbitration Chamber.

The substantive law governing the contract and the arbitration agreement shall be **Italian** law, without reference to conflict-of-law rules.

The arbitral award may be challenged on the grounds of a breach of the rules of law relating to the merits of the dispute pursuant to Article 829(3) of the Italian Code of Civil Procedure.

Clause for corporate arbitration

All disputes that may arise between the members/associates/consortium members, or between the members/associates/consortium members and the company/association/consortium, as well as those brought by or against the bodies of the entity, including directors, liquidators and the supervisory body, concerning enforceable rights relating to the corporate/associative/consortium relationship, and/or any other related dispute concerning enforceable rights arising from or in connection with such relationship, shall be referred, regardless of the number of Parties, to the decision of a **Sole Arbitrator appointed by the Milan Bar Association Arbitration Chamber**, with seat in Milan, at the Milan Bar Association, in accordance with its Rules in force at the time of submission of the request for arbitration, which the Parties hereby agree to accept.

The Sole Arbitrator shall decide **in accordance with the law, with powers to grant interim relief.**

The arbitration shall be binding (“rituale”).

The arbitration proceedings shall take place in Milan at the headquarters of the Milan Bar Association Arbitration Chamber.

The substantive law governing the contract and the arbitration agreement shall be **Italian** law, without reference to conflict-of-law rules.

The arbitral award may be challenged on the grounds of a breach of the rules of law relating to the merits of the dispute pursuant to Article 829(3) of the Italian Code of Civil Procedure.

Mediation and Arbitration Agreement

The following Mediation and Arbitration clause is made available to the Parties who **are required or wish** to submit their dispute to mediation and who, in the event of a negative outcome, agree to refer it to arbitration:

The Parties agree to refer all disputes arising between them, which have not been resolved through mediation, to the decision of a Sole Arbitrator, appointed by the Milan Bar Association Arbitration Chamber, with seat in Milan at the Milan Bar Association, in accordance with its Rules in force at the time of submission of the request for arbitration, which the Parties hereby agree to accept.

The Sole Arbitrator shall decide **in accordance with the law, with powers to grant interim measures.**

The arbitration shall be binding (“rituale”).

The arbitration proceedings shall take place in Milan at the headquarters of the Milan Bar Association Arbitration Chamber.

The substantive law governing the contract and the arbitration agreement shall be **Italian** law, without reference to conflict-of-law rules.

The arbitral award may be challenged on the grounds of a breach of the rules of law relating to the merits of the dispute pursuant to Article 829(3) of the Italian Code of Civil Procedure.

Mediation Agreement and Arbitration Agreement

The following Mediation and Arbitration Agreement is made available to the Parties who **are required or wish** to submit their dispute to mediation and who, in the event of a negative outcome, agree to refer it to arbitration:

The Parties agree to jointly initiate mediation proceedings before the Conciliation Body of the Milan Bar Association for any dispute that may arise between them, to be commenced by submitting a request for mediation and, should the mediation prove unsuccessful, or if a party has refused or failed to participate, they agree to refer all related disputes to the decision of a Sole Arbitrator, appointed by the Milan Bar Association Arbitration Chamber, with seat in Milan, at the Milan Bar Association, in accordance with its Rules in force at the time of submission of the arbitration application, which the Parties declare they accept.

The Sole Arbitrator shall decide **in accordance with the law, with powers to grant interim measures.**

The arbitration shall be binding (“rituale”).

The arbitration proceedings shall take place in Milan at the headquarters of the Milan Bar Association Arbitration Chamber.

The substantive law governing the contract and the arbitration agreement shall be **Italian** law, without reference to conflict-of-law rules.

The arbitral award may be challenged on the grounds of a breach of the rules of law relating to the merits of the dispute pursuant to Article 829(3) of the Italian Code of Civil Procedure.

EXPLANATION OF THE OPTIONS

The options to be included in the arbitration clause, the arbitration agreement and the corporate arbitration clause are highlighted in bold

All disputes relating to and/or arising from and/or connected with this relationship, whether it be a contract, legal transaction, mandate, condominium regulations, and/or any other related dispute concerning enforceable rights arising from this relationship, shall be referred, regardless of the number of Parties, to the decision of a **Sole Arbitrator appointed by the Milan Bar Association Arbitration Chamber**

✓ instead of “Sole Arbitrator”



one may choose

✓ *an Arbitral Tribunal composed of three members, all appointed by the Milan Bar Association Arbitration Chamber*

...with its seat in Milan, at the Milan Bar Association, in accordance with its Rules in force at the time of the submission of the arbitration application, which the Parties hereby agree to accept.

The Sole Arbitrator shall decide **in accordance with the law,**

✓ instead of “in accordance with the law”



one may choose

✓ *on the basis of equity*

...with powers to grant interim measures.



✓ instead of *“with interim powers.”*

you can choose

✓ not to include the phrase *“with interim powers”* so as to leave interim powers to the ordinary court

The arbitration shall be ad hoc.

The arbitration proceedings shall take place in Milan at the headquarters of the Milan Bar Association Arbitration Chamber.

The substantive law governing the contract and the arbitration agreement shall be **Italian** law, without reference to conflict-of-law rules.



✓ instead of *“Italian”*

one may choose

✓ to specify the law of another State instead of Italian law

The arbitral award may be challenged on the grounds of a breach of the rules of law relating to the substance of the dispute pursuant to Article 829(3) of the Code of Civil Procedure.

Option

✓ Instead of *“The arbitral award may be challenged on the grounds of a breach of the rules of law relating to the substance of the dispute pursuant to Article 829(3) of the Code of Civil Procedure”*



one may choose

✓ not to include the possibility of challenging the arbitral award for breach of rules of law. Without this provision, the arbitral award may be challenged pursuant to Article 829 of the Italian Code of Civil Procedure solely for breach of procedural rules or public policy.

5.3. The arbitration agreement also requires the Parties to specify:

- a) the law applicable to the dispute (where they have not opted for arbitration in equity) and the language of the arbitration; in the absence of such an indication, the Arbitrator shall decide, after consulting the Parties;
- b) a certified email address.

5.4. The Parties may, in the arbitration agreement or in the arbitration clause, provide for an arbitral tribunal composed of three arbitrators to be appointed by the Executive Board.

5.5. In these Rules, the term “arbitrator”, except where it refers to each arbitrator in their personal capacity, shall also mean the arbitral tribunal when appointed in accordance with the Rules.

Art. 6 – Application of the Rules at the request of a party

6.1. In the absence of an arbitration agreement, the Party wishing, nevertheless, to initiate arbitration proceedings in accordance with the Rules of the Milan Bar Association Arbitration Chamber shall make such a request by means of a notice of arbitration (signed personally by the Party or by the Counsel acting under a power of attorney and containing a proposal to the other Party to submit to arbitration governed by these Rules), to be filed with the Arbitration Secretariat via certified email.

6.2. At the same time, the requesting Party must send the application to the other Party by registered post with acknowledgement of receipt or certified email, together with proof of payment of half of the minimum fees applicable to the relevant fee bracket. Should the Arbitration Secretariat not receive the acceptance from the Other Party within 15 days, the Arbitration Secretariat shall notify the Claiming Party that the arbitration cannot be administered by the Milan Bar Association Arbitration Chamber.

CHAPTER IV – LANGUAGE OF THE ARBITRATION AND INTERNATIONAL ARBITRATION

Art. 7 – Language of the arbitration

7.1. The arbitration shall be conducted in Italian and all minutes, orders, documents and the Award must be in Italian.

7.2. Where one of the Parties is domiciled or has its place of effective management abroad at the date of signing the arbitration agreement, or where the contract has been drawn up in a language

other than Italian, the use of a second language is also permitted, provided that the requesting Party provides, at its own expense, a simultaneous interpreter and a sworn translator for the hearings, proceedings and documents. The Italian text shall prevail, and in particular the decision(s) in Italian shall prevail, including for the purposes of any appeal.

7.3. Where the Parties request or have provided in the arbitration agreement that the proceedings are to be conducted in a foreign language, they must advance all costs necessary for the conduct of the proceedings in that language as well as in Italian. The Italian text shall prevail, and in particular the decision(s) in Italian shall prevail, including for the purposes of appeal.

Art. 8 – International arbitration

8.1. Arbitration is international where it is seated in Italy and involves Parties having nationality or registered offices in different States, or where a significant part of the obligations arising from the relationship to which the dispute relates is to be performed abroad.

8.2. In cross-border arbitration proceedings, the Claimant's Statement of Claim and the Respondent's Statement of Defense must specify the legal system and the rules applicable to the merits of the case. In the absence of such a determination, or in the event of a dispute between the Parties, the Arbitrator shall apply the law of the State with which the contract has the closest connection. In all cases, account shall be taken of contractual agreements and commercial practices. In cross-border arbitration proceedings, contractual ("irrituale") arbitration is excluded.

8.3. If the Parties are of different nationalities, the Arbitrator must not have the same nationality as either Party, unless the Parties have agreed otherwise in writing.

8.4. A person who holds the nationality of two or more States shall, for this purpose, be considered a national of each of them.

8.5. Citizens of different Member States of the European Union shall not be regarded as having the same nationality.

CHAPTER V – THE ARBITRAL PROCEEDINGS

Art. 9 – Rules applicable to the proceedings

9.1. The arbitration proceedings shall be governed by the Rules and by the rules established by mutual agreement between the Parties until the appointment of the Arbitrator, provided that such rules are compatible with the Rules.

9.2. This is without prejudice to the mandatory rules applicable to the arbitration proceedings.

9.3. In any event, the principle of adversarial proceedings and the equal treatment of the Parties must always be strictly observed.

Art. 10 – Filing of documents

10.1. The Parties shall file documents and records with the Arbitration Secretariat in accordance with the procedures set out in these Rules.

10.2. The Arbitration Secretariat shall transmit the documents and communications to the Parties and the Arbitrator in accordance with the procedures set out in these Rules and, in any event, by any means suitable for receipt.

Art. 11 – Obligation to have a certified email address

11.1. The Parties (and in any event their legal representatives) must have a certified email address in order to comply with the provisions of these Rules.

11.2. Where the Party to whom a document or communication is addressed has not obtained a certified email address or has not (yet) appeared before the Arbitral Tribunal, communications and notifications must be made to its registered office or residence in accordance with the additional procedures provided for by law.

Art. 12 – Expiry of time limits

12.1. The time limits set by these Rules or by the Arbitrator for the completion and filing of documents must be met by filing them with the Arbitration Secretariat by midnight on the day on which the time limit expires or, if the time limit falls on a Saturday or a public holiday, by midnight on the first working day following the expiry date.

12.2. All time limits laid down in the Rules applicable to the Arbitrator and the Parties, as well as those set by the Arbitrator, are mandatory (“perentori”), except for those expressly designated as non-mandatory (“ordinatori”). The time limits laid down for the performance of duties by the Executive Board and the Secretariat are non-mandatory. At the request of a Party, after hearing the other Party, the Arbitrator may extend the time limits before their expiry for justified reasons.

12.3. At the request of a Party, the reinstatement of time limits is permitted, provided that it is justified by circumstances not attributable to the requesting Party, and provided that the principle of adversarial proceedings is always respected in favor of the other Parties.

12.4. The time limits are suspended from 1 to 31 August and from 22 December to 7 January included.

CHAPTER VI – COMMENCING THE ARBITRATION

Art. 13 – Request for arbitration by the Claimant

13.1. The Request for arbitration shall be signed personally by the Party and by its Counsel, who must be registered with a Bar Association in Italy and hold a special power of attorney with an election of domicile, certified by the Counsel or authenticated by a notary, and shall contain:

- a) the name or business name and address of the Claimant; the relevant tax code and/or VAT number;
- b) the subject matter and description of the dispute, together with the claims to be made;
- c) an indication of the monetary value of the claims;
- d) the name or business name and address of the Respondent(s);
- e) any indication of the evidence required in support of the claim and any documents which the Party considers it useful to produce;
- f) any indication of the rules applicable to the proceedings and the rules applicable to the substance of the dispute;
- g) an indication of whether the arbitration is binding (“rituale”) or contractual (“irrituale”);
- h) an indication as to whether the award is to be made in accordance with law or equity;
- i) an indication of the place and language of the arbitration; and is accompanied
- j) the arbitration agreement or the request to the other party to consent to arbitration (in the cases provided for in Article 6.2, together with the respondent’s consent);
- k) the documents and a list of any further evidence that the Party considers relevant in support of the application;
- l) the power of attorney for the legal representative and the latter’s certified email address;
- m) receipt of payment of the sum of €1,000.00 (one thousand euros) as an advance on the administrative fees of the Milan Bar Association Arbitration Chamber.

13.2. The request for arbitration shall be served directly by the Claimant on the Respondent or Respondents, together with the supporting documents, by certified email.

13.3. Within 2 working days of receiving proof that the notification has been successfully completed, the Claimant must file, on pain of the claim being dismissed, with the Arbitration

Secretariat via certified email a copy of the request for arbitration, together with the attached documents and a copy of the acknowledgement of receipt and delivery of the certified email by which the request was served on the other party or, where the latter does not have a certified email address, the acknowledgement of receipt confirming the successful delivery of the registered letter sent via the Poste Italiane service.

13.4. Litis pendens and limitation periods are determined by the successful service of the request for arbitration. The arbitration proceedings shall be deemed to have commenced upon filing in accordance with Article 13.3.

13.5. If the Executive Board considers that there is no arbitration agreement or that the agreement does not provide for arbitration before the Milan Bar Association Arbitration Chamber, it shall issue and notify the Claimant of a final decision to that effect within 4 working days of receiving the application.

Art. 14 – Answer by the Respondent

14.1. Within 30 days of receiving the claim, the Respondent must serve the Claimant's Counsel with the Statement of Defense and reply via certified email, duly signed by the Counsel holding a special power of attorney, together with copies of the documents containing the information specified for the Claimant in Article 13 above, insofar as they are relevant.

14.2. In the Statement of Defense, the Respondent must address the Claimant's claims, set out their defenses, attach any documents they deem relevant, and provide a list of any evidence they intend to adduce. The Respondent must also raise any counterclaims, attach any documents they deem relevant in this regard, and specify any evidence they intend to adduce.

14.3. Within two working days of the successful service of the notice on the Claimant, the Respondent must file a copy of the Statement of Defense with the Arbitration Secretariat via certified email, together with the attached documents and a copy of the acknowledgement of receipt of the certified email by which the notice was served on the other party.

14.4. If the Respondent fails to serve the Statement of Defense, the arbitration proceedings shall continue in their absence, subject to verification of the validity of the service of the request for arbitration.

Art. 15 – Preliminary objections

15.1. Preliminary objections relating to the existence, validity or enforceability of the arbitration agreement, or to the jurisdiction of the Milan Bar Association Arbitration Chamber, must be raised,

on pain of forfeiture, in the first defense submission or at the first hearing following the request to which the objections relate, with the right to reply within the time limit to be set by the Arbitrator.

CHAPTER VII – THE ARBITRATOR

Art. 16 – Appointment of the Arbitrator

16.1. The Arbitrator shall be appointed in accordance with the rules established by the Parties in the arbitration agreement or, in the absence thereof, in accordance with the provisions of these Rules, from among those listed in accordance with the procedures set out in Chapters VII and XII, ensuring in all cases their independence, impartiality and neutrality.

16.2. In the event of any conflict between the rules for the appointment of the Arbitrator laid down by the Parties in the agreement and these Rules, the latter shall prevail.

16.3. The Parties may jointly propose an Arbitrator to the Executive Board; provided, however, that the Milan Bar Association Arbitration Chamber appoints the Arbitrator in accordance with the Rules of Procedure from among those listed in the Milan Bar Association Arbitration Chamber's lists.

16.4. Notwithstanding the foregoing, the Executive Board may appoint an Arbitrator not listed in the Lists of the Milan Bar Association Arbitration Chamber where this is necessary due to the international nature of the dispute or where, having regard to the subject matter and/or complexity of the dispute, there are no arbitrators listed in the Lists who possess adequate competence and experience in the subject matter of the proceedings, provided that the person appointed has proven professional qualifications and documented experience in arbitration matters.

16.5. The Arbitrator shall be appointed by the Executive Board of the Milan Bar Association Arbitration Chamber, in accordance with the procedures set out in Article 20, taking into account the nature, subject matter, circumstances, value of the dispute, the nationality of the Parties, the competence and, where relevant, the language skills of the Arbitrator.

Art. 17 Independence and impartiality of the Arbitrator

17.1. The Arbitrator has a duty to perform his or her duties with independence and impartiality. He or she must be and remain impartial and neutral with regard to the Parties to the dispute and their Counsel, and must not find himself or herself in situations of incompatibility in the performance of his or her duties.

17.2. The verification of the Arbitrator's independence and impartiality is subject to review by

the Executive Board in accordance with the following principles.

17.3. The provisions of Ministerial Decree No. 34 of 14 February 2017, and any subsequent amendments in force at the time of filing the application referred to in Article 13.3, also apply to the Arbitrator's impartiality and independence.

17.4. The Arbitrator, even if appointed jointly by the Parties pursuant to Article 16.3, must be independent of the Parties, their Legal Representatives and Technical Consultants, and must remain so throughout the duration of the proceedings. The Parties may not contact or consult with the appointed Arbitrator except in the presence of the other Party. No Arbitrator may advise any Party on the dispute or even discuss it with that Party.

17.5. The independence and impartiality of the Arbitrator form the subject of the Declaration of Acceptance and Independence, as further specified in Article 20 below and published on the website of the Milan Bar Association Arbitration Chamber, which is deemed to be reproduced in full and forms an integral part of these Rules.

17.6. Each Arbitrator is required to make a Declaration of Independence in which they must disclose all circumstances and indicate any relationships, even indirect ones, with the Parties and their Counsels that could be relevant in terms of independence and impartiality.

17.7. In any event, an arbitrator cannot be considered impartial if he himself, or one of his associates and/or colleagues at the firm, or another professional who is a partner, associate or practises from the same premises, has represented or assisted, including in an out-of-court capacity, one of the parties to the proceedings, unless at least three years have elapsed since the conclusion of that professional assistance.

17.8. Similarly, an Arbitrator cannot be considered impartial if he has academic links with one of the Parties' Counsel.

17.9. The Arbitrator must remain, from the time of appointment and throughout the duration of the proceedings, independent of the Parties, their Counsel and the other members of the Milan Bar Association Arbitration Chamber.

17.10. An Arbitrator who conceals a circumstance that would result in the non-confirmation of their appointment shall be subject to a penalty specifically governed by Article 22 of these Rules.

17.11. Any doubt regarding the declaration must be resolved in favor of disclosure, including names, places, dates and any other potentially relevant circumstances. When declaring any circumstances, facts or relationships, the Arbitrator must specify the period and duration thereof and refer to all persons, in addition to the Parties, the Counsel and the Technical Consultants, who

could influence the independence of the arbitral institution.

17.12. The Arbitrator's Declaration must also take into account the law firm, clients, organizations of which he or she is a member, sports and cultural clubs, as well as social and community life, and family and friendship relationships.

17.13. The cases of incompatibility referred to in Article 61 of the Code of Conduct for Counsels (CDF), approved by the National Bar Council (CNF) on 31 January 2014 (set out below), published in the Official Gazette on 16 October 2014 and in force since 15 December 2014, with the two-year period referred to in Article 61 of the CDF extended to three years. This provision also applies to technical consultants and non-Italian professionals appointed as Arbitrators in proceedings governed by these Rules.

Art. 61 – CDF Arbitration

- 1. A Counsel called upon to act as an arbitrator must conduct themselves with integrity and fairness and ensure that the proceedings are conducted impartially and independently.*
- 2. A Counsel must not act as an arbitrator where he or she has, or has had in the last two years, a professional relationship with one of the parties and, in any event, where any of the grounds for the challenge of arbitrators provided for in the Rules of Procedure apply.*
- 3. A Counsel must not accept an appointment as an arbitrator if one of the parties to the proceedings is represented, or has been represented within the last three years [this time limit differs from that set out in Article 61 of the CDF], by another professional who is a partner or associate of the Counsel, or who practises from the same offices or collaborates with the Counsel on a more than occasional basis. In any event, the Counsel must notify the parties in writing of any further factual circumstances and any relationship with the parties' legal representatives that may affect his independence, in order to obtain the parties' consent to the performance of the appointment.*
- 4. A Counsel appointed as an arbitrator must conduct himself during the proceedings in such a way as to preserve the trust placed in him by the parties and must remain free from external influences and pressures of any kind.*
- 5. The Counsel acting as an arbitrator:*
 - a) must maintain confidentiality regarding facts of which he becomes aware by virtue of the arbitration proceedings;*
 - b) must not disclose information on matters relating to the proceedings;*
 - c) must not disclose the decision before it has been formally communicated to all parties;*

d) must make the declarations referred to in Article 813 of the Code of Civil Procedure with clarity and fairness.

6. A Counsel who has acted as an arbitrator must not enter into a professional relationship with any of the parties: a) unless at least two years have elapsed since the conclusion of the proceedings; b) unless the subject matter of the activity is different from that of the proceedings themselves.

7. The prohibition on maintaining professional relationships referred to in the preceding paragraph extends to professional partners, associates or those practicing in the same offices or collaborating professionally on a non-occasional basis.

8. Breach of the duties and prohibitions referred to in paragraphs 1, 3, 4, 5, 6 and 7 shall result in the imposition of the disciplinary sanction of suspension from the practice of the profession for a period of two to six months. Breach of the prohibition referred to in paragraph 2 shall result in the imposition of the disciplinary sanction of suspension from the practice of the profession for a period of six months to one year

9. The prohibition on maintaining professional relationships referred to in the preceding paragraph extends to professional partners, associates or those practicing in the same offices or collaborating professionally on a non-occasional basis.

10. Any breach of the duties and prohibitions referred to in paragraphs 1, 3, 4, 5, 6 and 7 shall result in the imposition of a disciplinary sanction of suspension from professional practice for a period of two to six months. Any breach of the prohibition referred to in paragraph 2 shall result in the imposition of a disciplinary sanction of suspension from professional practice for a period of six months to one year

Art. 18 – Incompatibility for appointment as Arbitrator

18.1. Unless the Parties agree otherwise, **members, staff** and **auditors** of the Milan Bar Council, as well as **members** and **staff** assigned to the Milan Bar Association Arbitration Chamber, may not be appointed as arbitrators or assume the functions of an arbitrator in arbitrations administered by the Milan Bar Association Arbitration Chamber; **if appointed, they shall be removed** following a decision to that effect by the Executive Board. If they are registered on the List of Arbitrators qualified to act as arbitrators of the Milan Chamber of Arbitration, **they shall be deemed** automatically **suspended** for the entire duration of their office, appointment or employment.

18.2. Furthermore, persons with close ties to the Parties may not be appointed as arbitrators,

such as (by way of example and without limitation) partners, associates, practice staff, Counsels practising in the same premises, as well as spouses, civil partners, cohabiting partners, relatives in the direct line of descent, and all those who have ongoing collaborative relationships with the Parties to the arbitration.

18.3. For the purposes of this Article, ‘persons having a close relationship with a Party’ means those who have a relationship of control, connection or significant influence with that Party, as well as those linked to the Party by personal, academic or professional ties which, in the prudent judgement of the Executive Board, are likely to compromise, even if only potentially, the independence or impartiality of the Arbitrator.

Art. 19 – Obligations of the Arbitrator and Code of Ethics

19.1 The Arbitrator is obliged to comply with all the duties prescribed by the Rules of Procedure and by law.

19.2 The Arbitrator is bound to maintain confidentiality regarding all information obtained in the course of their duties.

19.3 The appointed Arbitrator shall personally carry out his or her duties.

19.4 Code of Ethics

a) Acceptance of the Code of Ethics

Any person who accepts appointment as an Arbitrator in an arbitration administered by the Milan Bar Association Arbitration Chamber undertakes to perform their duties in accordance with these Rules and this Code of Ethics.

The Code of Ethics also applies to the Court-Appointed Expert appointed in arbitration proceedings administered by the Milan Bar Association Arbitration Chamber (*which forms an integral part of these Rules*).

Upon filing the Declaration of Acceptance and Independence, the Arbitrator must be certain that they are able to perform their duties with the competence required by their adjudicative role and by the subject matter of the dispute.

b) Availability and diligence

Upon filing the Declaration of Acceptance and Independence, the Arbitrator must be certain that they can devote the necessary time and attention to the arbitration in order to carry out and conclude the assignment as promptly, diligently and efficiently as possible.

c) Impartiality

At the time of filing the Declaration of Acceptance and Independence, the Arbitrator must have the peace of mind and certainty to be able to carry out their duties with the impartiality essential to the adjudicative role they are about to perform in the interests of all parties, safeguarding their role from any external pressure, direct or indirect, however potential.

d) Independence

At the time of filing the Declaration of Acceptance and Independence, the Arbitrator must objectively be in a position of absolute independence. He must remain independent at every stage of the proceedings and also after the award has been filed, for the period during which it may be challenged.

e) Declaration of Impartiality and Independence

If the Arbitrator decides to accept the appointment, he or she must guarantee his or her impartiality and independence by issuing the written declaration required by these Rules, known as the Declaration of Acceptance and Independence referred to in Article 20.

During the arbitration proceedings, any doubt as to whether or not to disclose a fact, circumstance or relationship that has arisen, falling within those to be disclosed in the initial Declaration referred to in Article 20, which may affect the Arbitrator's impartiality or independence, must be resolved in favor of disclosure by updating the Declaration of Independence.

The subsequent discovery of facts, circumstances or relationships that should have been disclosed may be assessed by the Executive Board as grounds for the removal and replacement of the arbitrator, including ex officio, during the proceedings, and for non-confirmation in new proceedings.

f) Conduct of the proceedings

The arbitrator must facilitate the full and expeditious conduct of the proceedings.

In particular, he must set the dates and procedures for hearings and allow the Parties to participate on a basis of complete equality and with full respect for the adversarial principle.

g) Unilateral communications

The Arbitrator must, at every stage of the proceedings, refrain from any unilateral communication with any Party or its Counsel.

h) Settlement

The Arbitrator may at any time suggest to the Parties the advisability of a settlement or conciliation of the dispute, but may not influence their decision by in any way prejudging the outcome of the proceedings.

i) Fees and expenses

The Arbitrator may not enter into any direct or indirect agreement with the Parties or their Counsel regarding fees and expenses.

The Arbitrator's fees shall be determined exclusively by the Milan Bar Association Arbitration Chamber in accordance with the Schedule of Fees set out in the Rules, which shall be deemed to have been approved by the Arbitrator upon acceptance of the appointment.

The Arbitrator must avoid unreasonable and unjustified expenses that may increase the costs of the proceedings.

j) Breach of the Code of Ethics

An Arbitrator who fails to comply with the provisions of this Code of Ethics may be removed and replaced, including ex officio, by the Executive Board which, having assessed the seriousness and significance of the breach, may take such measures as it deems necessary or even merely appropriate.

Art. 20 – Appointment and confirmation of the Arbitrator - Declaration of Acceptance and Independence

APPOINTMENT AND ACCEPTANCE PROCEDURE

20.1 The Executive Board shall appoint the Arbitrator within 10 days of the filing of the Respondent's Statement of Defense, without prejudice to the Parties' right to make a joint proposal in accordance with Article 24 below.

20.2 Within two working days of the Executive Board submitting the appointment, the Arbitration Secretariat shall notify the Arbitrator and the Parties.

20.3 Within 10 days of receiving the appointment, the Arbitrator must submit to the Arbitration Secretariat its Declaration of Acceptance and Independence (which is deemed to be reproduced in full here and which therefore forms an integral part of these Rules, downloadable from the Milan Bar Association's website at the following link <https://www.camerarbitraleforense.it/wp-content/uploads/2026/01/Dichiarazione-di-Accettazione-e-indipendenza-2024.docx>) together with an up-to-date profile of their qualifications and in which they must also indicate, specifying the period and duration:

a) any relationship with the Parties, their partners or persons closely associated with them, or their legal representatives, which may affect their independence or impartiality (circumstances that are intrinsically incompatible with the duties of independence and impartiality include sharing the

same office premises with the legal representative of one of the Parties, a collaborative relationship with the legal representative of one of the Parties, a marital relationship or cohabitation between the Counsel and the Arbitrator);

- b) any direct or indirect personal or financial interest relating to the subject matter of the dispute;
- c) any circumstance known to the Arbitrator that may give rise to reasonable doubts as to his or her impartiality or independence and, if so, to specify such circumstances in full in the declaration;
- d) any doubt regarding the declaration must be resolved in favor of disclosing the circumstance, including names, places, dates and any other potentially useful information. When declaring any circumstances, facts or relationships, the Arbitrator must specify the period and duration and refer to all persons, in addition to the Parties, the Counsel and the Technical Consultants, who could influence his or her independence or that of the arbitral institution;
- e) the Arbitrator's Declaration must also take into account the Law Firm, clients, organizations of which he or she is a member, sports and cultural clubs, academic ties, as well as social, family and friendship relationships.

20.4 If the Arbitrator accepts the appointment, he must always declare that he is aware of and undertake to comply with the provisions of the Regulations.

CONFIRMATION OR NON-CONFIRMATION PROCEDURE

20.5 The Arbitration Secretariat must forward the Declaration of Acceptance and Independence to the Executive Board within 2 working days of receipt.

20.6 Within 10 days, the Executive Board must issue a final decision confirming or not confirming the appointment of the Arbitrator on the basis of the Declaration of Acceptance and Independence received, including, where necessary or deemed appropriate, after consulting the Arbitrator and the Parties.

20.7 Within 2 working days, the Arbitration Secretariat must forward the Executive Board's decision to the Parties and the Arbitrator.

20.8 If the Executive Board does not confirm the appointment, in the event of the Arbitrator's failure to accept or the expiry of the 10-day period referred to in Article 20.1 from the notification of the appointment without the Arbitrator having sent its Declaration of Acceptance and Independence to the Arbitration Secretariat, the Executive Board shall make a new appointment. In such a case, the procedure shall recommence with prompt notice to the Parties.

Art. 21 – Ongoing disclosure obligation

21.1. The Arbitrator's duty to declare remains in force throughout the proceedings, and the Declaration of Independence must be renewed if, during the proceedings, new facts or circumstances arise that are even potentially relevant to the Arbitrator's independence and impartiality.

21.2. During the proceedings, the Arbitrator is required to disclose any circumstance that may constitute grounds for incompatibility with the continuation of the appointment. The duty to disclose is ongoing, and the Declaration of Independence must be renewed whenever, during the proceedings, new facts or circumstances arise that are even potentially relevant to the Arbitrator's independence and impartiality.

21.3. The Arbitration Secretariat shall immediately notify the Parties and forward the declaration to the Executive Board, which shall assess the relevance of the circumstances declared and, where deemed necessary, confirm the Arbitrator or revoke and replace him or her, in accordance with the procedure set out in these Rules.

Art. 22 – Penalty payable by the Arbitrator

22.1. Any Arbitrator who, through gross negligence or willful misconduct, conceals a circumstance that subsequently leads to the revocation of their appointment, shall be liable to a fixed penalty of up to a maximum of €150,000.00 (one hundred and fifty thousand euros/00), which shall be imposed by the Executive Board following a thorough investigation, including a hearing of the Arbitrator and, where appropriate, the Parties; This sum shall be allocated in full to the Milan Bar Association for the promotion of arbitration and to cover the training costs of Arbitrators registered on the List of Counsels qualified to act as arbitrators at the Milan Bar Association Arbitration Chamber and/or for the organization of events to raise awareness of the impartiality of the arbitrator.

22.2. The Arbitrator may not challenge the decisions and measures of the Executive Board, subject to the outcome of the disciplinary proceedings (involving the determination of liability, its classification and the quantification of the penalty), for which the Court of Milan has exclusive jurisdiction.

22.3. An Arbitrator who has been subject to disciplinary proceedings resulting in the imposition of a penalty shall no longer be appointed as an Arbitrator or as a consultant in any other proceedings

of the Milan Bar Arbitration Chamber and shall be removed from the List of Arbitrators qualified to act at the Milan Bar Arbitration Chamber (see Article 64).

Art. 23 – Challenge, removal and replacement of the Arbitrator

23.1. Either Party may file a Challenge on the grounds of incompatibility or for any reason capable of seriously calling into question the independence or impartiality of the Arbitrator, or for any other reason which must be set out in detail.

23.2. The Application for removal and replacement must be filed with the Arbitration Secretariat within 6 days of receipt of the Appointment of the Arbitrator or the Declaration of Independence, or, even during the course of the arbitration, upon becoming aware of the grounds for removal and replacement, stating the grounds for removal and replacement invoked and producing the relevant documentation.

23.3. Within two working days of receipt, the Arbitration Secretariat shall forward the documents received from the Parties to the Executive Board, which shall, within 10 days, decide whether to confirm or not to confirm the Arbitrator, or to remove him or her, by means of a reasoned decision that cannot be appealed. The Executive Board may hear the Parties and must hear the challenged Arbitrator. Within two working days, the Arbitration Secretariat must forward the Executive Board's decision to the Parties and the Arbitrator.

23.4. The filing of the Challenge suspends the time limits of the ongoing arbitration proceedings.

23.5. If the challenge is upheld, the Executive Board shall appoint a new Arbitrator by means of a decision that cannot be appealed. Following the acceptance of the new Arbitrator, the proceedings shall continue from the point at which they were suspended, unless there are grounds for proceeding otherwise. Witness evidence already taken shall be repeated unless the new Arbitrator deems it unnecessary.

23.6. The Executive Board shall determine any remuneration due to the replaced Arbitrator, taking into account the work carried out and the reason for the replacement.

23.7. At any stage of the arbitration proceedings, in accordance with the provisions of this CHAPTER VII and the following CHAPTER XII, the Executive Board may, on its own initiative and after consulting the Arbitrator, by means of a reasoned decision that cannot be challenged, remove and replace an Arbitrator where the latter delays or fails to perform acts relating to his or her duties, where he or she engages in conduct incompatible with the role of Arbitrator, where he or she does

not conduct or participate in the arbitration with reasonable efficiency, diligence and professionalism, or where he or she acts in open breach of these Rules.

Art. 24 – Appointment of the Arbitrator nominated by the Parties

24.1. If the Parties have agreed to jointly propose the name of an Arbitrator (preferably to be selected from those listed in the Lists of the Milan Bar Association Arbitration Chamber), such agreement must be communicated by certified email to the Arbitration Secretariat (unless otherwise specified in the arbitration agreement), within the time limit for the submission of the Statement of Defense by the Respondent. The proposed appointment shall be assessed by the Executive Board which, in the absence of any grounds for objection, shall proceed with the appointment in accordance with the procedures and timeframes set out in Article 20 above.

24.2. If the Parties have exercised their right to propose the joint appointment of an Arbitrator, known to both Parties, on the basis of the competence, esteem, trust, impartiality and neutrality they attribute to him or her, and if the Executive Board has appointed him or her as Arbitrator on the recommendation of the Parties, in the Declaration of Acceptance and Independence, the Arbitrator must specify its respective relationships with the Parties and accept (or decline) its appointment as agreed by the Parties, in the knowledge that they are in any event bound to comply with the Rules and to guarantee their independence, impartiality and neutrality.

Art. 25 – List of decisions on the independence and impartiality of the Arbitrator

25.1. To strengthen and promote a culture of independence and impartiality on the part of the Arbitrator, the decisions of the Executive Board regarding the Arbitrator's Declaration of Independence and regarding challenges to the Arbitrator submitted by the Parties may be reformulated in the form of anonymized opinions and, at the Executive Board's discretion, published in a dedicated section on the website of the Milan Bar Association Arbitration Chamber, which is updated on an ongoing basis.

25.2. The Executive Board may also issue opinions on the independence and impartiality of the Arbitrator to meet the need for transparency in the arbitration proceedings at the request of any interested party.

CHAPTER VIII – CONDUCT OF THE PROCEEDINGS

Art. 26 – Submissions by the Parties

26.1. Any submissions by the Parties, other than the written pleadings and documents referred to in this Chapter, shall be made by means of a document filed via certified email with the Arbitration Secretariat, which shall acknowledge receipt thereof, and shall be sent simultaneously to the other Party and to the Arbitrator already appointed.

26.2. The Arbitrator shall rule on such submissions within a reasonable timeframe. Unless otherwise provided for in these Rules, such rulings need not be reasoned.

Art. 27 – Transmission of submissions to the Arbitrator

27.1. The Arbitration Secretariat shall forward the submissions and documents to the appointed Arbitrator together with notification of the Executive Board's confirmation of the appointment pursuant to Art. 20.3.

27.2. The Arbitration Secretariat shall notify the Parties of the date of the first hearing (determined by the Arbitrator after consultation with the Parties) and the amounts due to the Arbitration Chamber and the Arbitrator, in accordance with the Schedule of Fees set out in these Rules, taking into account any amounts already paid (see Articles 13 and 52).

27.3. The Arbitrator may commence the arbitration proceedings only once the required costs deposit has been paid and the administrative fees due to the Milan Bar Association Arbitration Chamber have been settled.

Art. 28 – Place of arbitration

28.1. The place of arbitration is Milan. In exceptional cases, the Executive Board may authorize a different venue.

28.2. Hearings shall normally take place at the offices of the Milan Bar Association Arbitration Chamber in Milan, or at a different location, including remotely via teleconference, taking into account the requests of the Parties and any other circumstances, provided that the arbitral award is rendered in Milan.

Art. 29 – Arbitration proceedings

29.1. Subject to the arbitration agreement or subsequent arrangements agreed by the Parties, and always in accordance with these Rules, the Arbitrator shall have the power to regulate the

conduct of the arbitration in the manner he or she deems most appropriate, without being bound, except where mandatory provisions apply, by procedural rules, whilst ensuring in all cases the Parties' right of defense and strict adherence to the adversarial principle.

29.2. Unless otherwise agreed by the Parties, hearings are closed and may also be held via recorded video conference.

29.3. For each hearing and each investigative procedure, the Arbitrator shall draw up a concise but comprehensive report, summarizing the arguments and questions of the parties, which shall be typed, dated and signed, and a copy of which shall be sent to the Parties by the Arbitration Secretariat; likewise, an audio/video recording shall be made and made available to the Parties who request a copy.

29.4. The Parties shall appear at the hearings through their Counsel, who shall be duly authorized (including remotely via electronic means if so ordered by the Arbitrator). They may also appear in person, assisted by their Counsel, and must appear in person if so ordered by the Arbitrator.

29.5. Unless circumstances dictate otherwise, the Arbitrator, promptly after receiving the documents pursuant to Article 27.1(i), shall verify the regularity of the proceedings, ordering, where appropriate, the re-service of the Notice of Arbitration, or declaring, where appropriate, the default of the Respondent, (ii) draws up the Schedule of Proceedings after consulting the Parties, which includes setting the date for the first hearing at which the Parties are to appear no later than 30 calendar days from receipt of the documents referred to in Article 27.1 and the setting of the following time limits:

a) to the Claimant up to 20 days before the hearing, for the filing of a statement setting out in full the claims, allegations and any requests for evidence, including a reply to any counterclaim by the Defendant;

b) to the Respondent up to 5 days before the hearing, for the filing of a defense brief containing any further arguments (in addition to those already set out in the Statement of Defense) as well as any claims, arguments on the merits and requests for evidence strictly related to any counterclaims by the Claimant. The Respondent's failure to appear does not relieve the Claimant of the burden of proof and the duty to adduce evidence.

29.6. At the hearing, a time limit of no more than 15 days may be set for the filing of further concurrent statements of defense solely for the purpose of indicating counter-evidence or any reply to counter-claims. Where the Arbitrator does not deem it necessary to adjourn the case for the clarification of the submissions, considering it ready for decision, he shall rule on the evidence and

notify the Arbitration Secretariat of the request for the Parties to pay additional fees (see Article 52).

29.7. The Arbitrator, taking into account the greater or lesser complexity of the dispute, may recommend that the Parties limit their written submissions to a reasonable number of pages in relation to the complexity of the dispute, using pages of 25 lines each and a font size of no less than 12.

29.8. The above provisions shall also apply where the Parties have opted for contractual arbitration. In such cases too, the Arbitrator must give the Parties the opportunity to present their case and to prove it in the presence of the other Party.

Art. 30 – Consolidation of Arbitrations

30.1. The Milan Bar Association Arbitration Chamber (and, on its behalf, the Executive Board), having been seized of several proceedings between the same Parties, may, at the request of the Arbitrator or the Parties, order the consolidation of such proceedings if it considers them to be connected. In such a case, the subsequent arbitration proceedings shall be consolidated with the one for which the claim was first filed with the Arbitration Secretariat.

30.2. Where the Milan Bar Association Arbitration Chamber has been seized of several related proceedings, it may order their consolidation after hearing all the Parties.

Art. 31 – Powers of the Arbitrator

31.1. The Arbitrator shall exercise all powers necessary for the prompt and fair conduct of the proceedings.

31.2. Where the claim or the defenses are manifestly unfounded, the Arbitrator may decide immediately without further proceedings, subject to a short period being granted to the Parties to submit their observations in this regard.

31.3. The Arbitrator may issue such orders as may be appropriate, including partial awards imposing on a Party amounts that are uncontested or otherwise manifestly due.

31.4. The Arbitrator may attempt conciliation at any stage of the proceedings. Should conciliation prove successful, the Arbitrator is relieved of the duty to render an award. The Parties may request the Arbitrator to formalize the settlement reached.

31.5. To facilitate a more expeditious conduct of the proceedings, the Arbitrator may request the Parties to jointly prepare a Summary Document, containing a summary of each Party's claims and submissions, as well as a list of documents numbered in ascending Roman numerals starting from

the oldest document, and to highlight the parts of the documents requiring more detailed assessment. In the case of particularly complex arbitrations, the Arbitrator may also require that the Summary Document include a detailed chronology of events.

31.6. The Arbitrator may order the production and/or taking of evidence which he or she considers useful for the purposes of the decision.

31.7. Each Party may ask the Arbitrator to order its Counterparties to produce specific documents or certain categories of documents and/or to request such production from a third party. Where objections are raised, the Arbitrator may decide that a list of documents be submitted to him in order to exclude certain documents or categories of documents from production, subject to clarification with the Parties. The Arbitrator may infer evidence from the Parties' failure to comply. The evidence on which the decision is to be based shall therefore not be limited solely to those documents which each Party considers to be in its own interest.

Art. 32 – Witness evidence

32.1. The summons of witnesses, as specified by the Parties in their pleadings, shall be served by the Parties via certified email or registered post with acknowledgement of receipt.

32.2. The hearing for the taking of evidence may also be held by videoconference with recording, in a manner that ensures the authenticity of the testimony.

32.3. The Arbitrator, assisted by the Secretary of the proceedings, shall draw up a concise but comprehensive, typed, dated and signed summary of the proceedings, a copy of which the Arbitration Secretariat shall send to the Parties.

32.4. Where witness evidence is admitted, the Parties' Counsel shall have the right to examine the witnesses and to cross-examine them, under the supervision of the Arbitrator who presides over the hearing and administers the taking of evidence. The Arbitrator may also question the witnesses directly where he deems it appropriate.

32.5. Where a decisive and material witness is unable to attend and the Party has provided evidence of the impediment, the Arbitrator may adjourn the hearing for the same reasons.

32.6. The Arbitrator may request the President of the Court of Milan, pursuant to Article 816-ter of the Code of Civil Procedure, to order one or more witnesses to appear at the hearing for the examination of witnesses before the Arbitrator or, where this is not possible, to examine them directly by means of delegated evidence, governed by the provisions of the Code of Civil Procedure.

32.7. Where a witness is resident abroad, the Parties may be authorized by the Arbitrator to produce a written statement from the witness, who assumes criminal liability for the contents thereof. Any prior written statements by a witness shall not exempt him from appearing at the hearing to give oral evidence. In any event, written statements must be drawn up solely by the witness without any help or assistance from the Parties, their Counsel or third parties.

32.8. Where not prohibited by law and provided the witness and the Arbitrator consent, the witness may be required to give evidence under oath.

32.9. The Parties may be examined and cross-examined by each other's counsels under the supervision of the Arbitrator presiding over the hearing. At his or her discretion, the Arbitrator may also decide to examine the Parties directly.

Art. 33 – The Technical Expert

33.1. The Arbitrator may appoint, at the request of a Party or on his own initiative, after hearing the Parties, one or more Technical Experts ("Court-Appointed Expert"), preferably chosen from among those registered in the registers of experts at the Courts, stating the reasons for his choice. Alternatively, the Arbitrator may also put questions to the Parties' experts, who shall respond with technical reports to be filed within 60 days, unless an extension is granted for valid reasons, and shall examine their reports at a specific hearing in the presence of the experts and the Parties.

33.2. The provisions relating to arbitrators set out in these Rules shall apply, insofar as they are compatible, to the Court-appointed Expert, including the Declaration of Acceptance and Independence

33.3. If one or more Court-Appointed Experts are appointed, the Parties may appoint their own Technical Experts to attend all expert proceedings in full adversarial proceedings.

33.4. The Expert Witness must also comply with these Rules and must file their expert report within 60 days of receiving the appointment, unless an extension is granted by the Arbitrator upon a reasoned request from the Expert Witness, including where on-site inspections are necessary.

33.5. Both the Court-appointed Expert and the Party-appointed Experts may be questioned by the Arbitrator and the Parties' Counsel; in such cases, the Arbitrator shall schedule a specific hearing for this purpose.

33.6. The remuneration of the Court-appointed Technical Consultant is determined on the basis of the professional fee schedules for the payment of Court-appointed Technical Consultants' fees and is borne by the Parties, jointly and severally, or as otherwise determined by the Arbitrator.

33.7. By accepting the appointment, the Court-Appointed Technical Expert undertakes to accept the remuneration proposed by the Arbitrator, waiving any other claim for payment in this regard against the Arbitrator who appointed him or against the Milan Bar Association Arbitration Chamber.

Art. 34 – Interim, urgent and provisional measures

34.1. During the proceedings and subject to the right of the parties to be heard, at the request of the Parties, the Arbitrator may, where he deems it justified, issue reasoned interim, urgent and provisional measures, including those of a preliminary nature, which are not prohibited by mandatory rules applicable to the proceedings. The Parties consent to the conferral and exercise of such powers by the Arbitrator by submitting the arbitration to these Rules.

34.2. At the request of a Party, the Arbitrator may also issue interim measures *inaudita altera parte*, where summoning the other Party might prejudice the implementation of the measure and/or cause serious prejudice to the applicant. In such a case, the Arbitrator, in the same order granting the application, shall schedule a hearing for the Parties to appear, to be held within the following 20 days, with an interim deadline for the service of documents and the filing of written submissions. By means of a reasoned order to be filed within 10 days of the hearing, the Arbitrator must confirm, amend or revoke the order issued *inaudita altera parte*.

34.3. Where the Arbitrator does not consider it necessary to issue an order *ex parte*, he shall schedule the hearing within 10 days of receiving the application, with an interim deadline for the service and filing of the defense and the reply.

34.4. The granting of interim measures may be subject to the provision of suitable warranty.

34.5. The filing of an application for interim relief with the ordinary courts does not constitute a waiver of either the arbitration agreement or the request for arbitration, where such a request has been made.

Art. 35 – Counsel (Legal defense)

In binding (“rituali”) arbitration proceedings, the legal defense is reserved to Counsels registered with an Italian Bar Association pursuant to Article 2(5) of Law No. 247 of 31 December 2012. In cross-border arbitration proceedings, a Counsel registered with an Italian Bar Association may be assisted by a Counsel registered with a foreign bar association.

35.1. In contractual (“irrituali”) arbitration proceedings too, the work in support of the Parties must be carried out by Counsels registered with an Italian Bar Association.

35.2. By accepting their appointment through the signing of the first document under a power of attorney *ad litem*, the Parties' Counsel declare that they are aware of, accept and comply with these Rules.

Art. 36 – Intervention and joinder of third parties

36.1. A third party who is a party to the arbitration agreement may intervene at any stage of the arbitration proceedings with the arbitrator's authorization.

36.2. A third party who is not a party to the arbitration agreement may intervene in the proceedings with the consent of the Parties and the Arbitrator.

36.3. The Parties, with reference to these Arbitration Rules, accept the intervention of the necessary third party.

36.4. A Party intending to call upon a third party who is not a party to the arbitration agreement to join the proceedings must seek the Arbitrator's authorization and the consent of the other Parties.

36.5. In all cases, the Arbitration Secretariat shall promptly issue the necessary notifications to the Parties, the Arbitrator and the Third Party.

Art. 37 – Communications to the Parties

37.1. The Arbitrator's orders, issued at a hearing, shall be deemed to have been communicated to the Parties to the proceedings.

37.2. Orders issued outside a hearing shall be filed by the Arbitrator with the Arbitration Secretariat by certified email; the Arbitration Secretariat shall notify the Parties to the proceedings within the following 4 days, by certified email.

37.3. The Arbitration Secretariat shall serve orders on non-appearing parties by certified email or by registered post with acknowledgement of receipt.

Art. 38 – Filing and transmission of party submissions

38.1. Unless the Arbitrator decides otherwise, the submissions and documents of the Parties, duly signed by the Counsel acting under a written power of attorney, shall be filed, together with the documents to be produced, with the Arbitration Secretariat by certified email.

38.2. The depositor shall serve these documents directly, within any prescribed time limit, on both the other Parties and the Arbitrator by certified email.

38.3. The Arbitration Secretariat shall certify that the documents have been filed.

Art. 39 – Waiver

39.1. The Parties or their counsels shall notify the Arbitration Secretariat of any waiver of the proceedings, whether by settlement or for any other reason, thereby releasing the Arbitrator from the obligation to render an award.

39.2. The termination of the proceedings shall be declared by the Executive Board, or by the Arbitration Secretariat if the proceedings are concluded prior to the appointment of the Sole Arbitrator.

	DEADLINES for the arbitration proposal
Claimant	Send a certified email to the Arbitration Secretariat
	Send registered post with return receipt or certified email to the other party
Claimant	Notification to the Respondent(s)
	15 days to file acceptance via certified email with the Secretariat

	DEADLINES for the commencement of the arbitration proceedings
Claimant	Notification to the Respondent(s)
	Within 2 working days of the proof of service being filed with the Arbitration Secretariat
Executive Board	Within 4 working days of receiving the application, it may declare it inadmissible
Respondent	Notifies the Claimant of its appearance within 30 days of receipt of the application
	Within 2 working days of the proof of service being filed with the Arbitration Secretariat

	DEADLINES relating to the appointment of an Arbitrator
Executive Board	Appoints the Arbitrator, within 10 days of the filing of the Respondent's Statement of Defense

Arbitration Secretariat	Notify the Arbitrator and the Parties of the appointment within 2 working days
Arbitrator	Within 10 days submits with Secretariat Arbitration the Declaration of Acceptance and Independence
Executive Board to proceed with a new appointment if the Arbitrator does not accept or if the deadline for Acceptance expires	
Arbitration Secretariat	Within 2 working days, it shall forward the Declaration of Acceptance and Independence
Executive Board	Within 10 days, it shall confirm or reject the appointment
Arbitration Secretariat	Within two working days, it shall forward to the Parties and the Arbitrator the Executive Board's decision
	DEADLINES relating to the appointment of the Arbitrator nominated by the Parties
Parties	Notification to be made by the time the Statement of Defense and Reply of the Respondent is filed
Executive Board	Appoints the Arbitrator within the following 10 days
Arbitration Secretariat	Notifies the Arbitrator and the Parties of the appointment within 2 working days
Arbitrator	Within 10 days submits with Secretariat Arbitration the Declaration of Acceptance and Independence
A further 10 days for the Executive Board if the arbitrator does not accept or if the deadline for acceptance expires	
Arbitration Secretariat	2 working days sends to Executive Board the Declaration of Acceptance and Independence
Executive Board	Confirm or decline the appointment within 10 days
Arbitration Secretariat	Within 2 working days, it shall forward the decision of the Executive Board to the Parties and the Arbitrator

	DEADLINES for challenge and replacement
Parties	A challenge must be filed with the Arbitration Secretariat within 6 days of the appointment of the Arbitrator or receipt of the Arbitrator's Declaration of Independence or upon becoming aware of the grounds for challenge
Arbitration Secretariat	2 working days forwards it to the Executive Board
Executive Board	Decides within 10 days
Arbitration Secretariat	Within two working days, it shall send the decision of the Executive Board

	Procedural DEADLINES
Arbitrator	Draws up the timetable for the proceedings
	Sets the first hearing for the Parties to appear no later than 30 calendar days of the confirmation of the appointment
Terms	• Claimant: 20 days before the hearing to file pleadings, including for the purposes of the Respondent's counterclaim;
	• Defendant: 5 days before the hearing to file Statement
At the hearing	A period of no more than 15 days is granted for the submission of further pleadings, solely for the purpose of indicating evidence to the contrary or replying to any counterclaims

	DEADLINES for interim measures
Arbitrator	Within 10 days of the party's application, the arbitrator shall schedule a hearing and the terms for the parties to present their defences
	At the hearing, the arbitrator decides
<i>Inaudita altera parte</i>	
	Within 10 days of the party's application, he shall reject or accept

	schedules the hearing for no later than 20 days, with terms, including terms for service
Hearing	Within 10 days, a decision shall be made to confirm, amend or revoke

CHAPTER IX – CLOSING OF THE PROCEEDINGS

Art. 40 – Closing submissions

40.1. Before rendering the final award, the Arbitrator shall declare the evidentiary phase closed and invite the Parties to file their closing submissions and briefs, allowing a period of 20 days for the closing brief and a further 10 days for the reply.

40.2. The Arbitrator may invite the Parties to attend an oral hearing to be held within 10 days of the submission of the reply.

40.3. After the closure of the evidentiary phase, the Parties may not raise new claims, make new allegations, produce new documents or submit new requests for evidence, unless the Arbitrator decides otherwise.

Art. 41 – New claims

41.1. The Arbitrator shall decide on the admissibility of any new claims, to be raised prior to the closure of the evidentiary proceedings referred to in Article 40.1 above, after hearing the Parties, taking into account, on the one hand, all circumstances, including procedural ones, and, on the other hand, the purpose of the arbitration, which is aimed at the comprehensive resolution of the dispute and at preventing any further litigation.

Art. 42 – Formal review of the Award and filing

42.1. Within 10 days prior to the expiry of the deadline for the delivery of the award, in accordance with Article 45, the Arbitrator shall submit a draft of the award to the Arbitration Secretariat for verification of its formal validity, which consists of checking that the award meets the requirements set out in Article 823(2) of the Code of Civil Procedure. Within 5 days, the Arbitration Secretariat shall notify the Arbitrator of any failure to meet the necessary formal requirements of the award to be rectified, the amount of the administrative fees for the Milan Bar Association Arbitration Chamber

and the Arbitrator's fees as determined by the Executive Board pursuant to Chapter XI of these Rules.

42.2. The award shall be drawn up in as many original copies as there are Parties, plus one for the Milan Bar Association Arbitration Chamber, and shall be initialed by the Arbitrator on each page and signed at the bottom. The award shall also be digitally signed by the Arbitrator on a digital native original for each Party.

42.3. The award shall be filed with the Arbitration Secretariat, in accordance with Article 45, which shall, within 10 days, notify the Parties of its filing by certified email and/or by registered letter with acknowledgement of receipt.

42.4. Before sending the Award to the Parties, the Arbitration Secretariat shall ensure that the Parties have paid in full the Arbitrator's fees, the administrative fees of the Milan Bar Association Arbitration Chamber and the reimbursement of out-of-pocket expenses, in accordance with the provisions of Article 50 of these Rules.

42.5. The Arbitration Secretariat shall send each Party a digital original of the Award by certified email or, failing that, a hard copy of the Award by ordinary post via registered letter with acknowledgement of receipt. The Parties may obtain further certified copies of the Award from the Secretariat.

42.6. Under no circumstances may the Arbitration Secretariat issue a copy of the Award to parties other than the Parties, unless they have agreed otherwise in writing.

42.7. The Award shall be binding on the Parties and shall have the effects set out in Article 825-bis of the Italian Code of Civil Procedure.

Art. 43 – Form and content of the Award

43.1. The Award shall be drawn up in writing and shall contain:

- a) the names of the Parties, their Counsel and the Arbitrator;
- b) the arbitration agreement;
- c) the reference to the place of arbitration;
- d) the substantive law and procedural rules applied;
- e) a brief description of the course of the proceedings and of the conclusions of the parties' submissions;
- f) a summary of the grounds for the decision;
- g) the operative part of the arbitral award;

- h) the decision on the amount and allocation of the costs of the proceedings, based on the Executive Board's order regarding the administrative fees and the Arbitrator's fees;
- i) the determination of the fees of the Counsel on the basis of the criteria set out in Article 56 below;
- j) date;
- k) the Arbitrator's signature.

Art. 44 – Partial Award and Non-Final Award

- 44.1. The Arbitrator may issue one or more awards, including partial or non-final awards.
- 44.2. The provisions of the Rules on Awards shall apply to partial awards and non-final awards.
- 44.3. A non-final award shall not contain a decision on the costs of the proceedings or the costs of legal defense.

Art. 45 – Time limit for the award and extensions

- 45.1. The time limit for the Arbitrator to deliver the final award is normally 90 days from the confirmation of his or her appointment by the Executive Board.
- 45.2. The Award shall, however, be deemed to have been issued in a timely manner if the Arbitrator, authorized to do so by the Executive Board, files it within 45 days of the filing of the final reply or the oral hearing referred to in Article 40 above.
- 45.3. The time limit for the award is deemed to have been met upon its filing, with a digital signature, with the Arbitration Secretariat via certified email.
- 45.4. Where evidence is taken and/or a technical expert is appointed, the time limit for filing the Award referred to in Article 45.1 shall be extended once only by a further 90 days;
- 45.5. The Executive Board may, upon a duly substantiated request from the Arbitrator, grant further extensions of the time limit in exceptional cases.
- 45.6. An extension of the deadline for filing the Award is always permitted at the request of the Parties and with the consent of the Arbitrator.
- 45.8. Should the Arbitrator issue a non-final or partial award, the time limit referred to in Article 45.1 for the filing of the final award shall be extended by a further 60 days.

Art. 46 – Correction of the award

46.1. A request for the correction of clerical or calculation errors must be filed with the Arbitration Secretariat within 15 days of receipt of the Award by certified email, which shall forward it to the Arbitrator without delay.

46.2. The Arbitrator, having heard the Parties, shall decide by order within 10 days of receiving the request.

46.3. The Arbitrator's decision, should the Request for Correction be granted, shall form an integral part of the award.

46.4. In any event, no additional costs shall be borne by the Parties, unless otherwise determined by the Executive Board upon notification from the Arbitration Secretariat.

	DEADLINES FOR CLOSING SUBMISSIONS
Arbitrator	Declares the evidentiary phase closed
Parties	20 days for the closing submission
	10 days to reply to the closing submission
Arbitrator	Schedules a hearing for oral discussion, if necessary, within 10 days of filing of the reply

	DEADLINES for verifying the requirements of the award
Arbitrator	Within 10 days prior to the expiry of the deadline for the filing the Award, the Arbitrator shall forward a draft to the Arbitration Secretariat
Arbitration Secretariat	Within 5 days from checks
	Within 10 days, communicates the Award to the Parties

	DEADLINES for filing the Award
Arbitrator	90 days from appointment – or, where authorized, 45 days from reply or oral hearing
	If the court-appointed expert or witnesses request an extension, this may be granted for a further 90 days

	If a partial or non-final award is issued, the extension is up to a further 60 days
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CHAPTER X – EMERGENCY ARBITRATION

Art. 47 – Procedure

47.1. Any Party to an arbitration agreement conferring jurisdiction on the Milan Bar Association Arbitration Chamber may, even *without the other Party being heard*, until the appointment of the Arbitrator, request the appointment of an Emergency Arbitrator to adopt precautionary, urgent and provisional measures, including those of an anticipatory nature, which are not prohibited by mandatory rules applicable to the proceedings.

47.2. The application for the appointment of an Emergency Arbitrator must specify the Parties, the arbitration agreement, the subject matter of the dispute, the grounds for the application and its urgency, and must be accompanied by the relevant supporting documentation.

47.3. Within two working days of receiving the application, the Executive Board shall appoint an Emergency Arbitrator, selecting them, as a rule, from among the arbitrators listed in the registers of the Milan Bar Association Arbitration Chamber. If, in view of the nature, subject matter and/or complexity of the dispute, none of the registered Arbitrators possesses the specifically appropriate skills and experience, the Executive Board may appoint a non-registered person, provided that they possess proven professional qualifications in the subject matter of the proceedings and documented experience in conducting arbitration proceedings; within two working days of receiving the notice of appointment, the Arbitrator must issue the Declaration of Acceptance and Independence referred to in Chapter VII above; within two working days of the filing of the Arbitrator's Declaration of Acceptance and Independence, the Arbitration Secretariat, in the absence of any impediments identified in consultation with the Executive Board, shall notify the Claimant of the acceptance of the Emergency Arbitrator to whom it shall forward the case file.

47.4. The Emergency Arbitrator shall set a hearing for the Parties to appear before him, to be held within a maximum of 7 days from receipt of the documents from the Arbitration Secretariat, and shall order the Claimant, at its own expense, to serve the order together with the introductory application on the Respondent within 2 days of notification via certified email (PEC) or registered

post with return receipt; the Arbitrator must decide on the requested measures within a maximum of 3 working days from the date of the aforementioned hearing at which the Parties appear.

47.5. INAUDITA ALTERA PARTE. If the Claimant has so requested in the initial application, the Emergency Arbitrator shall, within 7 days of his appointment, issue *inaudita altera parte* interim, urgent and provisional measures – including those of a precautionary nature – provided that summoning the Respondent might prejudice the implementation of the measure and/or cause serious harm to the Claimant. In such a case, by the same order granting the application, the Arbitrator shall schedule a hearing for the Parties to appear within the following 10 days, with a deadline for the service of documents on the Claimant and for the filing of the Respondent’s Statement of defense. At that hearing, or in any event within the following 3 days in the event of a reservation, the Arbitrator shall confirm, amend or revoke the order issued. Until the appointment of the Arbitrator in the arbitration proceedings, the Emergency Arbitrator shall remain competent to amend or revoke the interim order.

47.6. FEES. The Emergency Arbitrator shall directly determine, pursuant to Article 58, the legal costs as well as his or her own fees and the administrative fees of the Milan Bar Association Arbitration Chamber; such determination may subsequently be confirmed, amended or revoked by the Arbitrator who will conduct the ordinary arbitration proceedings.

47.7. CHALLENGE. Should any grounds for challenge come to light, either Party may challenge the Emergency Arbitrator. The filing of a challenge does not suspend the proceedings in progress, and the Executive Board shall rule on it without delay, after hearing the Parties and the Emergency Arbitrator, in accordance with the procedure set out in Chapter VII, insofar as it is compatible with the urgent nature of the matter. If the challenge is upheld, all orders issued by the Emergency Arbitrator shall be rendered ineffective.

47.8. ORDER. The granting of the order may be subject to the provision of suitable security.

47.9. The order issued may be amended or revoked by the Arbitrator who will conduct the ordinary arbitration proceedings.

47.10. The Emergency Arbitrator may not be appointed as Sole Arbitrator in disputes concerning or connected with the emergency arbitration.

	DEADLINES FOR THE EMERGENCY ARBITRATOR
Party	Files application for an Emergency Arbitrator

Executive Board	Appoints the Emergency Arbitrator within the following 2 working days
Emergency Arbitrator	Within 2 working days, submits a Declaration of Acceptance and Declaration of Independence
Arbitration Secretariat	Within 2 days of the Declaration being filed, notify the Claimant of the Emergency Arbitrator's acceptance
	Forward the file to the Emergency Arbitrator
Emergency Arbitrator	Schedules a hearing to be held within 7 days

Claimant	Within 2 days, serves the counterparty with the application and the date of the hearing
Hearing	Appearance of the parties
Decision	Within 3 days of the appearance hearing

	DEADLINES in the absence of a party
Party	Files application for an Emergency Arbitrator
Executive Board	Within the following 2 working days, appoints the Emergency Arbitrator
Emergency Arbitrator	Within 2 working days, submits a Declaration of Acceptance and Declaration of Independence
Arbitration Secretariat	Forward the file to the Emergency Arbitrator
Emergency Arbitrator	It shall give its decision within 7 days and, if the application is granted, shall set a hearing to be held within the following 10 days
	Sets a deadline for service and filing of the opposing party's defense
Hearing	Appearance of the parties
Decision	Within 3 days of the hearing, confirmation, amendment or revocation

CHAPTER XI – COSTS OF THE PROCEEDINGS

Art. 48 – Value of the dispute

48.1. To determine the value of the dispute and quantify the costs of the proceedings, account shall be taken of the aggregate of the claims submitted by all the Parties.

48.2. The Arbitral Secretariat shall determine the value of the dispute on the basis of the introductory submissions and on the basis of the instructions of the Arbitrator and the Parties.

48.3. At any stage of the proceedings, the Arbitration Secretariat may, if it deems it appropriate, on the recommendation of the Coordinator – having consulted the Arbitrator where necessary, or on the recommendation of the Arbitrator – divide the value of the dispute in relation to the claims of each Party and require each Party to pay the amount corresponding to those claims, without prejudice to the joint and several liability of the Parties towards the Milan Bar Association Arbitration Chamber. In the event of a division of the value of the dispute, the Arbitrator's fees may not exceed the maximum rates set out in Article 57 below and determined on the basis of the total value of the dispute.

Art. 49 – Criteria for determining the value of the dispute

49.1. All claims made by the Parties seeking a declaratory, condemnatory or constitutive award contribute to the value of the dispute.

49.2. If a Party makes a principal claim and a subsidiary claim, only the principal claim shall be taken into account for the purposes of determining the value of the dispute.

49.3. If the quantification of the claim that is the subject of the application or the set-off defence requires a preliminary assessment of several claims put forward by the party as alternative rather than subsidiary claims, the value of the dispute shall be determined by the highest claim.

49.4. If the Party seeks a declaration of a claim, resulting in a declaratory, condemnatory or constitutive judgment in relation to only part of it, the value of the claim is determined by the full amount of the claim being asserted.

49.5. The value of the claim raised as a set-off is not calculated if it is less than or equal to the value of the claim brought by the other party. If it is higher, it is treated as a counterclaim, and only the excess is calculated.

49.6. If a Party, when clarifying its submissions, amends the value of the claims previously made, the value of the claims in respect of which the Arbitrator has carried out the assessment activities is calculated.

49.7. If the value of the dispute is neither determined nor determinable, the Executive Board shall establish it at its discretion, in accordance with criteria of proportionality and appropriateness.

49.8. The Executive Board may determine the value of the dispute according to parameters other than those provided for in the preceding paragraphs, if their application appears manifestly unfair.

Art. 50 – Fees, remunerations and procedural costs

50.1. The costs of the proceedings consist of the following items:

- a) administrative fees of the Milan Bar Association Arbitration Chamber;
- b) fees of the Sole Arbitrator;
- c) fees of the court-appointed technical experts;
- d) flat-rate fees of the Secretariat of the proceedings;
- e) reimbursement of expenses incurred by the Milan Bar Association Arbitration Chamber, the Arbitrator and the court-appointed technical consultants.

50.2. The determination of the costs of the proceedings is determined by the Executive Board prior to the filing of the Award, taking into account, without any obligation, the submissions made by the professionals involved. The determination of the costs is communicated by the Arbitration Secretariat to the Arbitrator, who includes it in the decision on costs contained in the Award. The settlement ordered by the Executive Board does not prejudice the Arbitrator's decision regarding the allocation of the costs of the proceedings between the Parties.

50.3. If the proceedings are concluded before the appointment of the Arbitrator, the determination of the costs of the proceedings shall be made by the Arbitration Secretariat.

50.4. All costs are determined on the basis of the value of the dispute.

50.5. The Administrative Fees of the Milan Bar Association Arbitration Chamber may be set at a lower rate than those provided for in cases of early termination of the proceedings.

50.6. In determining the arbitrator's fees, the Executive Board takes into account the work carried out, the complexity of the dispute, the duration of the proceedings, the conduct of the arbitrator and any other relevant circumstances. In exceptional cases, fees may also be set below the minimum, without prejudice to the principle of fair remuneration, or above the maximum set out

in the Schedule of Fees. In the event of early conclusion of the proceedings, fees may be set below the minimum set out in the Schedule of Fees.

50.7. The fees of court-appointed technical experts shall be determined at the Arbitrator's discretion, taking into account the professional fee schedule, the court fee schedule and any other relevant circumstances, after hearing the Parties, the Arbitrator and the technical expert themselves for any necessary clarifications.

50.8. Reimbursement of expenses incurred by Arbitrators and Court-appointed Technical Consultants must be supported by the relevant expense documents. If such documents are not produced, the expenses shall be deemed to be absorbed by the relevant fees.

50.9. The Parties shall be jointly and severally liable for the payment of the costs of the proceedings.

50.10. In the Arbitrator's Award, the Arbitrator is responsible for determining and allocating the fees and costs of the legal representation to be borne by the Parties, as provided for in Article 57, with the power to order a set-off, even if only partial, provided that reasons are given. Costs must be supported by documentation; if such documentation is not produced, they shall be deemed to be absorbed by the legal fees.

Article 51 – Activities included and excluded from the fees of the Milan Bar Association Arbitration Chamber

51.1. The following activities are included in the administrative fees of the Milan Bar Association Arbitration Chamber as set out in the Schedule of Fees:

- a) management and administration of the proceedings;
- b) receipt and transmission of documents and applications;
- c) convening and hosting hearings on its own premises;
- d) the attendance of its own staff at hearings and the recording of proceedings.

51.2. The following activities or services are excluded from the administrative fees of the Milan Bar Association Arbitration Chamber and constitute specific charges:

- a) the reproduction of deeds and documents in paper form at the request of the Parties;
- b) payment of stamp duty on documents (affixing stamps).

51.3. The following activities and services are also excluded from the administrative fees of the Arbitration Chamber and constitute specific charges, where requested:

- a) recording and transcription of hearings;

- b) interpreting services;
- c) travel expenses for the arbitrator and/or staff from the Arbitration Secretariat who may be present at hearings held outside their own premises.

Art. 52 – Advance payments, payment integrations and final settlement

52.1. Once the deadline for filing the Statement of Defense has expired, as provided for in Article 27.2 of these Rules, the Arbitration Secretariat shall request each Party to pay 25% of the minimum amounts due by them as an advance payment towards the administrative fees for the Milan Bar Association Arbitration Chamber and the arbitrator's fees (referred to in Articles 57 and 58), setting a deadline for such payment.

52.2. Following the hearing referred to in Article 29.6, the Arbitration Secretariat shall request each Party to pay the balance of the minimum amounts owed by them as a further advance payment towards the administrative fees for the Milan Bar Association Arbitration Chamber and the arbitrator's fees (referred to in Articles 57 and 58), setting a deadline for such payment.

52.3. The Arbitration Secretariat may request the Parties to make further subsequent to payment integration to the initial fund in relation to the work carried out or in the event of a change in the value of the dispute, setting a deadline for payment.

52.4. The Arbitration Secretariat shall notify the Parties of the final settlement of the costs and fees of the proceedings as determined by the Executive Board and shall request payment of the balance prior to the filing of the award, setting a deadline for such payments.

52.5. Upon the filing of the Award and receipt of payment from the Parties, the Arbitration Secretariat shall arrange for the payment of the Arbitrator's fees (limited to fees excluding CPA – social mandatory contribution and VAT, documented out-of-pocket expenses, and excluding the reimbursement of general expenses). In specific cases, even during the proceedings, the Executive Board may order the payment of advance instalments of the Arbitrator's fees. Should the Parties fail to pay the balance referred to in Article 52.4 above, the Arbitrator shall be entitled only to the fees received up to that point by the Milan Bar Association Arbitration Chamber in this regard.

52.6. The amounts provided for in paragraphs 1, 2, 3 and 4 may be claimed from all Parties in equal measure if the Arbitration Secretariat determines a single value of the dispute, calculated by adding together the claims of all Parties.

52.7. Should the Arbitration Secretariat decide to determine the value of the dispute by attributing it to each Party in proportion to the value of the claims made by them, it shall request the amounts provided for in paragraphs 1, 2, 3 and 4 above from each Party in relation to their respective claims, without prejudice to the joint and several liability of the Parties.

52.8. For the purposes of requesting deposits, the Arbitration Secretariat may treat several Parties as a single Party, given the similarity of their interests.

52.9. Upon a reasoned request by a Party, the Arbitration Secretariat may accept that, for the amounts referred to in paragraphs 1, 2, 3 and 4 above, a bank guarantee on first demand be provided by a leading bank, setting out its terms and content.

Art. 53 – Failure to pay – automatic suspension of proceedings

53.1. If a Party fails to pay the amount requested, the Arbitration Secretariat shall request payment from the other Party, setting a deadline for payment; alternatively, if it has not already done so, it may divide the value of the dispute and request from each Party an amount corresponding to the value of their respective claims, setting a deadline for payment, without prejudice to the joint and several liability of the Parties.

53.2. In any case of failure to pay the arbitrator's fees and/or the administrative fees of the Milan Bar Association Arbitration Chamber within the set deadline, the entire proceedings shall be automatically suspended, or the suspension shall apply only to the claim in respect of which there is non-compliance, 10 days after notification by the Arbitration Secretariat. Any suspension shall apply where the Party in compliance has not paid the other Party's share. The suspension shall be lifted by the Arbitration Secretariat once compliance has been verified.

53.3. Should the Parties fail to settle the costs and fees referred to in Article 52.4, the Award filed with the Arbitration Secretariat shall not be delivered to the Parties until payment has been made.

Art. 54 – Termination of proceedings

54.1. If, one month after such automatic suspension, the Parties have not made the deposit, the Executive Board may declare the proceedings terminated in their entirety or limited to the claim in respect of which there has been a failure to comply. To ensure access to the arbitration procedure even for Parties lacking the necessary financial means, the Executive Board may decide otherwise.

54.2. The termination, whether total or partial, of the proceedings shall not result in the lapse of the arbitration agreement.

Art. 55 – Third-party funding

55.1. A Party that receives funding from a third party to cover the costs of the arbitration proceedings, subject to an obligation to reimburse the funder by paying an amount dependent on and commensurate with the outcome of the proceedings, must disclose the existence of the funding and the identity of the funder.

55.2. The declaration referred to in paragraph 55.1 shall be made at the time the arbitration proceedings commence or, if the funding is obtained subsequently, without delay upon its conclusion and in any event before the appointment of the Sole Arbitrator or the constitution of the Arbitral Tribunal and, in any event, before they take any significant decisions.

55.3. The declaration shall be communicated to the Secretariat and to the other Parties. It shall not entail an obligation to produce the financing agreement, nor to disclose its financial terms or the manner of the financier's involvement, unless otherwise ordered by the Arbitrator.

55.4. Such a declaration must be repeated during the proceedings, until their conclusion, if necessary due to supervening events or at the request of the Arbitrator, the Executive Board or the Arbitral Secretariat.

55.5. The Arbitrator may take any measures deemed appropriate for the purpose of verifying any conflicts of interest, as well as, where the conditions are met, for the purpose of adopting measures regarding security for costs.

Art. 56 – Costs of the Defense Counsel

56.1. A counsel who agrees to act for a Party in arbitration proceedings before the Milan Bar Association Arbitration Chamber accepts the fees for legal representation set out in Articles 57 and 58 of the Rules and the relevant criteria for their payment. This is without prejudice to any separate and specific agreement with the client which does not affect the Arbitrator's decision on the payment of legal fees by the unsuccessful party.

56.2. The Parties who have initiated arbitration administered by the Milan Bar Association Arbitration Chamber accept and acknowledge that their legal representative is entitled to the fees specified in the tables below, as set out in Articles 57 and 58, which shall be determined by the Arbitrator within the range of the minimum and maximum fees, taking into account the actual value of the dispute, as well as the outcome of the arbitration proceedings and, finally, in accordance with the principles and criteria (but not the amounts) set out in Decree No. 55 of 10 March 2014 of the Ministry of Justice.

Art. 57 – Costs of the proceedings

Value of the dispute			Fees	Arbitrator		Counsel	
			<i>Fixed</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>
1	Up to	50,000	1,000	1,000	6,200	3,000	8,000
2	50,001	100,000	1,700	3,000	7,500	7,000	10,000
3	100,001	250,000	3,500	6,000	10,000	9,000	21,000
4	250,001	500,000	7,000	10,000	18,000	12,000	30,000
5	500,001	1,000,000	8,000	12,000	30,000	16,000	40,000
6	1,000,001	2,500,000	10,000	14,000	40,000	20,000	60,000
7	2,500,001	5,000,000	15,000	18,000	60,000	30,000	80,000
8	5,000,001	10,000,000	18,000	24,000	70,000	40,000	100,000
9	10,000,001	25,000,000	20,000	31,000	90,000	60,000	150,000
10	25,000,001	50,000,000	25,000	41,000	120,000	80,000	200,000
11	50,000,001	100,000,000	30,000	53,000	200,000	100,000	250,000
12	Over 100,000,000	Previous bracket + 0.1% on the excess of 100,000,000	Previous bracket + 0.05% on the excess of 100,000,000		Previous bracket + 0.12% of the surplus of 100,000,000		

Fixed fees for the appointment of an arbitrator

€300.00

Fixed fees for the Secretary of the proceedings

€1,000.00 for each proceeding under €300,000.00

€2,000.00 for proceedings exceeding €300,000.00

- 57.1. The fees apply to proceedings initiated after the entry into force of these Rules.
- 57.2. The fees are exclusive of VAT and any other statutory charges.
- 57.3. The costs indicated are total costs and are therefore to be shared between the Parties.

57.4. Payments may be made by bank transfer to the Milan Bar Association using the following bank details:

BPER
Bank account in the name of the Ordine Avvocati di
Milano
IBAN IT13P0538701640000049275553
BIC BPMOIT22XXX

or by credit card or by other methods which may be specified at the time of payment.

Art. 58 – Costs of the emergency proceedings

Value of the claim			Fees	Arbitrator		Counsel	
			<i>Fixed</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>
1	Up to	50,000	300	500	2,060	1,500	3,700
2	50,001	100,000	500	2,000	5,000	4,600	9,300
3	100,001	250,000	1,200	4,000	6,600	6,000	14,000
4	250,001	500,000	2,100	6,600	12,000	8,000	20,000
5	500,001	1,000,000	3,000	8,000	20,000	10,600	26,600
6	1,000,001	2,500,000	3,500	9,300	26,600	13,300	40,000
7	2,500,001	5,000,000	5,000	12,000	40,000	20,000	53,300
8	5,000,001	10,000,000	6,000	16,000	46,600	26,600	66,600
9	10,000,001	25,000,000	7,000	20,600	60,000	40,000	100,000
10	25,000,001	50,000,000	8,000	27,300	80,000	53,300	133,300
11	50,000,001	100,000,000	10,000	35,300	133,300	66,600	166,600
12	Over 100,000,000	Previous bracket + 0.1% on the excess of 100,000,000	Bracket previous + 0.05% on the excess 100,000,000		Previous bracket + 0.12% of the surplus of 100,000,000		

Fixed fees for the Secretary

€500.00 for each procedure under €300,000.00
€1,000.00 for procedures exceeding €300,000.00

58.1. The administrative fees of the Milan Bar Association Arbitration Chamber and the arbitrator's fees shall be paid in advance by the party filing the application.

Art. 59 – Tax Treatment

59.1. Any tax liability relating to the arbitration proceedings, such as, by way of example only, the stamp duty on documents, shall be borne entirely by the Parties; this includes the advance payment of stamp duty on the Arbitrator's orders. Accordingly, the Parties shall indemnify the Milan Bar Association Arbitration Chamber and/or the Arbitrators against any liability in this regard.

CHAPTER XII – LIST OF COUNSELS QUALIFIED TO ACT AS ARBITRATORS

Art. 60 – List of Counsels Qualified to Act as Arbitrators at the Milan Bar Association Arbitration Chamber

60.1. The Executive Board of the Milan Bar Association Arbitration Chamber, in accordance with Ministry of Justice Regulation No. 34 of 14 February 2017, maintains and updates the List of Counsels Qualified to Act as Arbitrators at the Milan Bar Association Arbitration Chamber, in which it enters Counsels who apply for inclusion and who have been admitted on the basis of the criteria set out in this Regulation.

60.2. In carrying out its functions, the Milan Bar Association Arbitration Chamber makes use of the Arbitrators registered in the specific List of Arbitrators, which is divided into Sections by subject matter.

60.3. Counsels qualified to act as Arbitrators at the Milan Bar Arbitration Chamber and registered on the List must possess the necessary expertise and experience in arbitration proceedings and must undertake to comply with these Rules, the rules of professional conduct and ethics, and to fulfil the annual continuing professional development requirements for the specific role held.

60.4. Members and staff of the Milan Bar Council, members and staff of the Milan Bar Arbitration Chamber and its Executive Board, as well as members and staff of the Bar Secretariat, may not be

included in the List of Counsels qualified to act as Arbitrators at the Milan Bar Arbitration Chamber, unless the Parties agree otherwise. This prohibition is limited to the duration of the office or the duration of the employment relationship.

60.5. Arbitrators registered on the List of Arbitrators of the Milan Bar Arbitration Chamber maintain an exclusively freelance and entirely independent relationship with the Milan Bar Arbitration Chamber; they are not bound by any exclusivity clause and may collaborate with the Arbitration Chambers of other Bar Associations and Law Societies, as well as undertake arbitration assignments independently, including from other Arbitration Chambers, or by judicial appointment.

Art. 61 – Inclusion in the List and requirements for the Declaration of Availability

61.1. The Milan Bar Association Arbitration Chamber shall enroll in the List those Counsels who so request, on the basis of the criteria set out in the Regulations and provided that all requirements are met, and may enroll, ex officio, Italian and foreign arbitrators with extensive scientific and practical experience in specific sectors, whether in domestic or transnational arbitration.

61.2. Within 30 days of the announcement by the Executive Board of the Milan Bar Association Arbitration Chamber regarding the opening of registrations for the List of Counsels qualified to act as arbitrators (published on the website of the Milan Bar Association), interested parties may submit a **Declaration of Availability** (abbreviated as DdD), **by completing the appropriate form** published on the website (*which forms an integral part of these Regulations* and can be downloaded *from the Milan Bar Association Arbitration Chamber's website*, **indicating the areas of expertise set out in Table A of the Ministry of Justice Decree No. 34 of 14 February 2017** (personal and family law, property law, condominium and tenancy law; civil liability law; contract law, commercial and industrial law, banking and financial law, insolvency law; labour, social security and social welfare law; administrative law; international law, international trade law and European Union law), **as well as any specializations** (sectors and areas of expertise) and, finally, by providing, in confidence to the Milan Bar Association Arbitration Chamber (which undertakes not to disclose the information), **a track record demonstrating the experience acquired over the last 10 years of professional practice or, alternatively, by demonstrating that they have obtained the title of specialist in a specific sector and, where applicable, area of expertise.**

61.3. Applicants must meet the following requirements and commitments:

- a) the requirement of good repute referred to in Article 62 below;

- b) registration with the Milan Bar Association (or another Italian Bar Association) with at least 10 years' standing;
- c) a commitment to be familiar with and comply with the terms of the Code of Conduct for Counsels, the Arbitration Rules of the Milan Bar Association Arbitration Chamber, the Code of Ethics and the Schedule of Fees of the Milan Bar Association Arbitration Chamber.

61.4. The arbitrator must also:

- a) be up to date with the training obligations required by current legislation;
- b) attend any periodic refresher courses that may be established for arbitrators of the Milan Bar Association Arbitration Chamber;
- c) be up to date with the payment of the annual registration fee for the Register and with social security, reporting and contribution obligations;
- d) not have received any final disciplinary sanctions more serious than a warning.

Art. 62 – Integrity

62.1. The integrity requirements for arbitrators and conciliators are as follows:

- a) not to have been convicted of any intentional criminal offences or offences punishable by a custodial sentence that is not suspended;
- b) not have been subject to permanent or temporary disqualification from public office;
- c) not having been subject to preventive or security measures;
- d) not having received final disciplinary sanctions more serious than a warning;
- e) not having been convicted of any criminal offences and not being subject to measures concerning the application of preventive measures, civil judgments or administrative measures recorded in the criminal record in accordance with current legislation;
- f) not be aware of being subject to any criminal investigations or proceedings.

Art. 63 – Establishment of the List of Counsels Qualified to Act as Arbitrators

63.1. Upon expiry of the deadline for the submission of applications, the Executive Board shall examine the applications and proceed to register those applicants who meet the required criteria.

63.2. The list, as compiled and updated as described above, is published on the website of the Milan Bar Association at the discretion of the Executive Board.

63.3. New applications may be submitted each year within thirty days of the announcement of the opening of registrations for the List of Counsels Qualified to Act as Arbitrators by the Executive Board of the Milan Bar Association Arbitration Chamber (published on the website of the Milan Bar Association). Applications submitted will be examined by the Executive Board in the same manner as set out above.

Art. 64 – Removal and exclusion from the List

64.1. The Declaration of Availability may be revoked at any time and shall result in the Counsel's removal from the List of Counsels Qualified to Act as Arbitrators of the Milan Bar Association Arbitration Chamber by the Executive Board.

64.2. The Counsel is required to notify the Executive Board immediately of the occurrence of grounds for incompatibility and the loss of the requirements of good repute.

64.3. The Executive Board, after hearing the Counsel concerned, shall order the removal of the Counsel from the List due to the occurrence of incompatibility, and/or the failure to meet the requirements of good repute, and/or serious breaches of the code of ethics, or at the request of the Counsel concerned.

64.4. The Executive Board may, *on its own initiative* or at the request of any interested party, order the removal of a member from the Register of Counsels qualified to act as arbitrators at the Milan Bar Association Arbitration Chamber if, after summoning the member concerned, it finds that he or she has seriously failed to comply with professional and/or ethical obligations and/or the code of ethics referred to in these Regulations.

64.5. A Counsel registered on the List may request to amend their Declaration of Availability regarding their areas of professional expertise. The Executive Board shall verify that the requirements for maintaining registration on the List are met.

Art. 65 – Ongoing updating of Arbitrators

65.1. In order to remain on the List, every 5 years, members must send proof of continuing professional development in arbitration to the Arbitration Secretariat via certified email (PEC), including, by way of example and without limitation, documentary evidence of participation in conferences (including as a speaker), publications, teaching activities *and so on*.

65.2. The Executive Board shall verify the evidence of professional development provided by members.

65.3. Removal from the List shall not take place if the failure to provide evidence of continuing professional development was due to force majeure, to be determined at the sole discretion of the Executive Board.

Art. 66 – Maintenance of the List

66.1. The List contains the Counsel's contact details, their areas of expertise and any other useful and disclosable information; at the discretion of the Executive Board, it is published and freely accessible on the website of the Milan Bar Association Arbitration Chamber.

66.2. The Arbitration Secretariat is responsible for maintaining the List, as directed by the Executive Board.

Art. 67 – Criteria for the assignment of arbitrations

67.1. The Executive Board shall appoint the Arbitrator in accordance with Ministerial Decree No. 34 of 14 February 2017, through appropriate rotation in the assignment of cases, taking into account primarily the experience and specialization relevant to the complexity and subject matter of the dispute, as well as the length of time the Counsel has been registered on the List of Arbitrators of the Milan Bar Association Arbitration Chamber.

67.2. The appointment criteria set out in the Rules do not apply in cases where the Arbitrators are agreed upon by the Parties.

67.3. Where it is necessary to replace an Arbitrator, the same rotation principles shall apply.

Art. 68 – Publication of appointments

68.1. The Executive Board, at its discretion, shall publish the annual appointments on its website, whilst respecting the principle of confidentiality of the Parties to the proceedings.

Art. 69 – Trainees

69.1. Counsels who have consistently and successfully completed two full training courses on arbitration organized by the Milan Bar Association Arbitration Chamber or delivered by other accredited bodies in this field (relevant certificates of attendance attached) may register on the List of Trainees administered by the Arbitration Secretariat of the Milan Bar Association Arbitration Chamber (which is updated annually) by submitting a written request (email segreteria@camerarbitraleforense.it) in which they must provide their personal details, practice address, Bar Association membership, areas of specialization and/or experience, availability in terms of days and times during the week, and any other information relevant to the traineeship.

CHAPTER XIII – FINAL PROVISIONS

Art. 70 – Duty of confidentiality

70.1. Members of the Chamber of Arbitration and the staff of the Arbitration Secretariat are required to keep confidential any news or information relating to the conduct of arbitration proceedings.

70.2. For research purposes, the Milan Bar Association Arbitration Chamber may publish the proceedings and awards in anonymous form.

Art. 71 – Entry into force

71.1. These Rules shall enter into force on 23 April 2026 and shall apply to all proceedings administered by the Milan Bar Association Arbitration Chamber.

71.2. These Rules shall apply to proceedings instituted after their entry into force. In the case of arbitration proceedings instituted pursuant to a prior clause referring to the Arbitration Chamber's previous Rules, these Rules shall apply, unless the Parties agree to apply the previous Rules in force at the time the arbitration agreement was concluded.

71.3. Where amendments to the Rules come into force during arbitration proceedings, such amendments shall not apply to those proceedings, unless the Parties and the Arbitrator agree otherwise. In the event of a dispute, the Executive Board shall decide.

71.4. In any event, the fees in force at the time of filing the Claim shall apply to the arbitration.

71.5. For any matters not expressly provided for and/or governed by these Rules, reference shall be made to the provisions of Articles 806 et seq. of the Italian Code of Civil Procedure.

Art. 72 – Insurance Policy

72.1. In accordance with the criteria established by the National Bar Council by Resolution No. 491 of 9 November 2021, to cover the risks arising from its civil liability towards third parties, including any proven damages caused by Arbitrators appointed to carry out activities for which the Bar Arbitration Chamber is responsible, the Council of the Milan Bar Association has taken out policy No. PI-00LPSN2550 Arch Insurance (EU) DAC.

Annexes

1. Articles of Association of the Milan Bar Association Arbitration Chamber;
2. Declaration of Acceptance and Independence of the Arbitrator;
3. Declaration of Availability by the Counsel.