



# **RULES OF THE COURT OF ARBITRATION**

## **INTERNATIONAL ARBITRATION CENTER OF SANTO DOMINGO (IACSD)**

### **PART ONE – PRINCIPAL PROVISIONS**

#### **§ 1. Principal Provisions**

(1) The Court of Arbitration held by the International Arbitration Center of Santo Domingo (hereinafter only the „**IACSD Court of Arbitration**“) is an „Ad Hoc“, court of arbitration pursuant to the Act No. 489-09 on Commercial Arbitration of 19 December 2008, of the Dominican Republic (hereinafter only the „**Act**“), which operates as an independent body adjudicating property and commercial disputes by independent „Ad Hoc“ arbitrators accredited at the IACSD Court of Arbitration.

(2) The IACSD Court of Arbitration shall adjudicate disputes mentioned in the paragraph 1, if its authority for a given dispute follows from:

- a) a valid arbitration clause or a contract concluded between the parties, or
- b) an international treaty with an arbitration clause or an arbitration addendum, or
- c) if it is a matter, in which an arbitration contract can be signed with all parties.

(3) The absence of authority (competence) of the Court of Arbitration can be protested by a party not later than as of the first task in the proceeding, within 10 (ten) days from the arbitration proceeding commencement the latest, and further, it shall be taken that no objection against the authority and jurisdiction of the arbitration court has been raised in respect of the dispute deciding by the IACSD Court of Arbitration.

(4) The procedure at the Court of Arbitration shall proceed in one instance. The parties to the dispute and the participants in the proceeding agree that the arbitral award (judgment) shall not be reviewed by other arbitrators in a form of an appeal against the arbitral award (judgment).

(5) Should an arbitral award be cancelled by a court and the authority (competence) of the Court of Arbitration remain undisputed, a new procedure shall take place in accordance with these Rules. Unless agreed upon otherwise by the parties in writing, the dispute shall be again decided by the arbitrators participating in the original arbitration of the dispute, except for arbitrators, who have not been authorized to decide or who have not been competent to become arbitrators, based on arbitration contracts or otherwise.

(6) The Court of Arbitration does not have the authority (competence) to decide disputes, which are exempted from the IACSD Court of Arbitration authority by the law, namely by the Act no. 489-09 on Commercial Arbitration of 19 December 2008 governing and adjusting the activities in arbitration procedures (arbitrations) in the Dominican Republic.

(7) For the purposes of these Rules of the Court of Arbitration the terms *Arbitration Court* or the *Court of Arbitration* shall jointly refer to the **IACSD Court of Arbitration**. Furthermore, the terms *Arbitration Procedure* or the *Arbitration Proceeding* shall jointly refer to the **Arbitration Procedure**. Last but not least the terms *Arbitrator*, *Judge* or *Arbitrator* shall jointly refer to the **Arbitrator**.

(8) The activities, authority and competence of the IACSD Court of Arbitration is governed by the Act no. 489-09 on Commercial Arbitration of 19 December 2008 governing and adjusting the activities in arbitration procedures (arbitrations) in the Dominican Republic and by these Rules of the Court of Arbitration, governing the activities, terms, administration, submissions and other acts in arbitration procedures at the IACSD.

## **PART TWO – BODIES OF THE COURT OF ARBITRATION**

### **§ 2. President of the Court of Arbitration**

(1) The President of the Court of Arbitration shall execute the powers belonging to the competency of the Court of Arbitration and not belonging to the arbitrators or the Secretary, i.e.:

- a) representation of the IACSD Court of Arbitration towards others,
- b) revision of legislative aspects of the Court of Arbitration and responsibility for the IACSD Court of Arbitration as the statutory body,
- c) accreditation of arbitrators into the position of an arbitrator at the IACSD Court of Arbitration.

(2) The President appoints the individual arbitrators for the individual disputes,

(3) Together with the Secretary and the relevant arbitrator signs the arbitral award (judgment).

(4) The President of the Court of Arbitration is the statutory body of the Court of Arbitration.

### **§ 3. Arbitrators**

(1) Disputes shall be adjudicated only by arbitrators entered in the list of Ad Hoc arbitrators not later than as of the day of the proceeding commencement.

(2) The arbitrators shall be independent in the course of their work and can never function as representatives of any party. The appointment of an arbitrator must be written.

(3) The dispute shall be adjudicated by the only arbitrator appointed by the Secretary of the IACSD Court of Arbitration. The appointment of the arbitrator shall be performed pursuant to these Rules.

(4) The Secretary of the IACSD Court of Arbitration informs the parties to the dispute in writing or electronically on appointment of the arbitrator.

(5) The Parties to the dispute have 10 (ten) calendar days to raise objections against the appointed arbitrator. Should one or more parties to the dispute raise objections against the appointed arbitrator, the Secretary of the IACSD Court of Arbitration appoints a new arbitrator. Such appointment shall be final and no objections can be raised against it.

### **§ 4. Secretary**

(1) The Secretary shall organize the administration connected with the activities of the IACSD Court of Arbitration and perform other acts stipulated by these Rules.

(2) The Secretary of the IACSD Court of Arbitration shall inform the parties to the dispute in writing or electronically on appointment of the arbitrator and furthermore on the course of the individual submissions, the procedure, the required documentation, evidence, terms, decisions and arbitral awards (judgments) etc.

(3) The Secretary secures duly elaboration of all decisions of the IACSD Court of Arbitration and keeps all documents of the Court of Arbitration, together with the President of the Court of Arbitration signs the effectiveness clause and with the President's consent suitably publishes decisions of major significance. The Secretary may participate in all oral proceedings as a witness and cannot intervene into to the arbitration procedure, except should he/she have the feeling that any of the parties to the procedure breaches the law or these Rules of the Court of Arbitration.

(4) In the Secretary's absence, his/her activities shall be performed by his/her deputy appointed by the President of the Court.

(5) The Secretary is responsible for written agenda of the Court of Arbitration and the individual suits.

(6) The President of the Court of Arbitration may extend the Secretary's activities beyond the scope of the herein stipulated authorities.

## **PART THREE – THE COURT OF ARBITRATION PROCEDURE**

### **§ 5. Place of Proceeding**

- (1) The regular place of oral proceedings shall be the seat of the Court of Arbitration. The seat of the Court of Arbitration is Santo Domingo, the Dominican Republic.
- (2) If the procedure takes place abroad, the place of the court's decision making shall always be the country, in which the procedure is held. Procedures, or any parts thereof, which may be held abroad, shall be always held according to these Rules of the Court of Arbitration and shall always belong into the jurisdiction of the Dominican Republic.
- (3) Non-oral proceedings can be held also electronically or in writing.
- (4) The parties to the dispute shall be informed on the manner, places and periods of the proceedings.

### **§ 6. Order of the Procedure**

- (1) The arbitrators shall proceed in the procedure in such order so that the facts of the case, necessary to adjudicate (decide) the dispute, could be assessed without any unnecessary delay and with the preservation of the equal treatment of the parties.
- (2) The arbitrator shall proceed with the arbitration procedure in accordance with these Rules of the Court of Arbitration.
- (3) The order of the arbitration procedure shall be in accordance with these Rules of the Court of Arbitration.

### **§ 7. Language of the Procedure**

- (1) The oral proceedings and the award shall be held in Spanish. The proceeding may be held also in other than Spanish language.
- (2) The arbitral award (judgment) must always be elaborated in Spanish language.
- (3) The costs of translations and interpreting implemented by the Court of Arbitration or the suitor shall be borne by the suitor until the arbitral award (judgment) issuance. Other costs of translations and interpreting shall be borne by the relevant party to the dispute. The arbitral award (judgment) shall state, who shall pay the entire, or a part, of the costs of the procedure paid by the suitor.

### **§ 8. Presentation of Documents**

- (1) All documents must be presented in as many copies so that each party, the arbitrator and the secretary office of the Court of Arbitration would have one copy.
- (2) Documentation, evidence and deeds shall be presented in the language of the proceeding.
- (3) The periods for submission are provided in these Rules of the Court of Arbitration or in an official call sent by the IACSD Court of Arbitration for the purposes of information or notification of the individual parties in the procedure.

### **§ 9. Delivery**

- (1) Documents intended for the IACSD Court of Arbitration shall be delivered electronically or to the address of the IACSD Court of Arbitration. If sent electronically the documents must be in JPG, TIFF, PNG or PDF formats. Other formats are not accepted.
- (2) The IACSD Court of Arbitration serves documents relating to the disputes to the parties electronically or to the address provided by the parties to the dispute.
- (3) The IACSD Court of Arbitration may send documents to the parties to the dispute also to the so called „last known address“, should the relevant party's address be disputable. The last known address shall be the address provided in the disputed contract, invoice, delivery note, public registers, company registers, etc.
- (4) Any of the documents provided in the previous paragraphs may be served also personally with a confirmation of receipt.

(5) Should any party to the dispute change its address after the arbitration procedure commencement, without informing the Court of Arbitration about such a fact, the serving shall be deemed valid also if the documents are sent to the last address known to the court.

(6) Should the attempts per the paragraphs 1 to 5 to serve a document to the party's last known address fail, the President of the Court of Arbitration may stipulate the obligation to publish the document at web pages of the IACSD Court of Arbitration. In such case, the document shall be deemed served to the address in 10 (ten) calendar days from its publishing.

(7) A document sent to a party to the dispute shall be deemed served to the address on the day of its taking over or in 20 (twenty) calendar days from the document sending to the address, should the addressee refuse or fail to take it over.

## **§ 10. Discontinuation of the Procedure**

(1) Only upon the payment of the fee for the arbitration procedure and the lump-sum fee for administration costs in the correct amount according to the value of the subject of the dispute, the procedure of the dispute can be discontinued for a definite period of time upon the request of any party or upon the initiative of the arbitrator or the President of the Court of Arbitration from serious reasons.

(2) Serious reasons provided in the Article 10 par. 1 shall include a serious illness, war conflicts, natural disasters or any other circumstances objectively preventing participation in the procedure or appointment of a representative.

(3) The resolution on the discontinuation shall be issued by the arbitrator or by the President of the Court of Arbitration if the arbitrator has not been appointed yet. The procedure shall continue after the expiration of the period for which the procedure was discontinued

## **§ 11. Return to the Previous State**

(1) If one of the parties could not, till the proceeding closing, fully or partially participate in the procedure from serious reasons or did not perform without its default any of the acts necessary to exert its rights, the arbitrator, or the President of the IACSD Court of Arbitration if the arbitrator has not been appointed yet, shall take, upon the proposal of this party, appropriate measures so that the party could perform the missed acts subsequently.

(2) Should an arbitral award (judgment) be already issued in the case, restoration of the dispute's previous condition according to the Art. 11 par. 1 shall not be possible.

## **§ 12. Provision of Evidence**

(1) All parties to the dispute have equal rights and obligations to secure evidence and present the evidence to the IACSD Court of Arbitration.

(2) Evidence provided to the IACSD Court of Arbitration shall be acquired on the costs of the parties to the procedure.

(3) The IACSD Court of Arbitration may refuse the provided evidence should the evidence be incomplete, invalid, in another language than the language of the arbitration procedure or should there be a suspicion of a purposeful delaying of the arbitral award. In case of electronic submissions also from the reasons that the evidence were submitted in other than the permitted JPG, TIFF, PNG or PDF formats.

(4) Should a participant or party to the procedure at the IACSD Court of Arbitration be notified to produce evidence, the participant or the party must do so in the period of 10 (ten) days from the notification take over.

## **§ 13. Commencement of the Procedure by Filing a Suit**

(1) The arbitration procedure shall commence on the day of the suit filing to the Court of Arbitration and payment of the fee for the arbitration procedure.

(2) All parties to the procedure shall be informed on the procedure commencement in writing or electronically.

## **§ 14. Contents of the Suit**

(1) The suit must include namely the following information:

- a) identification of the parties to the dispute, i.e. for legal persons: the trade name or company name, seat, identification number, possibly also its authorized representative. For natural persons: name, surname and residence; should these information be known, the birth registration number or the passport or id card number or date of birth shall also be stated,
- b) the language, in which the arbitration procedure shall be held, if other than Spanish,
- c) proving the authority (competence) of the Court of Arbitration by the existence of the arbitration clause or an addendum to that effect that the parties to the proceeding accept the authority and jurisdiction of the IACSD Court of Arbitration,
- d) the facts on which the suitor bases his/her claims, and designation of evidence from which the suitor's claims clearly result,
- e) the nominal value of the dispute and the sued for value of the dispute (increased by the costs of the procedure, delay payment interest, penalties, damages, etc.)

(2) The suit must be signed by an authorized person and supported by the person's personal identification or a legal person's identification.

### **§ 15. Value of the Subject of the Dispute**

(1) The suitor shall be obliged to specify in his/her suit the value of the subject of the dispute even if the claim or part of the claim is of non-monetary nature.

(2) The value of the dispute shall be determined in:

- a) the exacted amount in the suits of monetary fulfillment,
- b) the value of the exacted property in the suits of the release of the property,
- c) the value of the subject of legal relationships at the moment of the filing the suit in suits of determination of ownership or in suits of determination of legal relationships, contract validity, etc.
- d) in all other cases namely on the basis of the data, which are available to the suitor.

(3) In suits consisting of several claims, the amount of each claim must be determined independently and the value of the subject of the dispute shall be determined by the sum of the values of the enforced claims.

(4) The fees for the arbitration procedure shall be determined according to the value of the subject of the dispute, as provided in the Price List of the Court of Arbitration. The price and the fees may also be determined on individual basis.

### **§ 16. Payment of the Arbitration Procedure Fee**

(1) Before the arbitration procedure commencement the Court of Arbitration shall notify the suitor to pay the arbitration procedure fee and the lump-sum for administration costs in the period provided in the notice. Unless approved otherwise by the Court of Arbitration, the arbitration procedure shall be commenced by payment of the fees.

(2) Unless approved otherwise by the Court of Arbitration the suit shall not be processed until payment of the arbitration procedure fee and the lump-sum for administration costs in the correct amount.

### **§ 17. Removal of Faults in the Suit**

(1) If it is discovered that the suit was filed in such a way that the requirements specified in § 16 were not taken into consideration, the Secretary shall ask the suitor to remove the above mentioned faults within the period of twenty (20) calendar days. In justified cases the Secretary may extend the period for defect removal.

(2) Should the suitor fail to fulfill the notice for faults in the suit removal in the period stipulated in the Art. 19 par. 1 hereof, the Secretary may repeat the notice or reject the suit.

(3) The suit shall not be processes until removal of the faults in the suit.

### **§ 18. Suit Withdrawal**

(1) Until the arbitration procedure termination the suitor may withdraw the suit, fully or in part. Should the suit be withdrawn, the arbitrator shall decide on the arbitration procedure termination in the full scope or in the scope of the suit withdrawal.

(2) Should other parties disagree with the suit withdrawal from serious reasons, the arbitration senate shall decide that the suit withdrawal is ineffective. Unless a decision has been adopted in the case, the arbitration senate shall continue in the procedure.

(3) The paid fees associated with the arbitration procedure shall not be refunded to the suitor in case of the suit withdrawal.

### **§ 19. Reply to the Suit**

(1) If the President of the Court deems that the suit can be the subject of the procedure, he/she shall inform of the filing the defendant and send him/her a copy of the suit with its attachments and the Rules of Procedure and shall appoint the relevant arbitrator.

(2) Simultaneously, the President of the Court shall ask the defendant to provide a written statement to the suit supported with the relevant evidence (defense) in 20 (twenty) days from the suit serving.

### **§ 20. Appointment of the Arbitrator**

(1) The arbitrator shall be appointed by the President of the Court of Arbitration.

(2) The parties to the dispute have 10 (ten) calendar days to raise their objections against the appointed arbitrator. Should one or more parties to the dispute raise objections against the appointed arbitrator, the Secretary of the IACSD Court of Arbitration appoints a new arbitrator. Such appointment shall be final and no objections can be raised against it.

### **§ 21. Exclusion of a Biased Arbitrator or Substitution of the Arbitrator for Inactivity**

(1) The arbitrator appointed by the President of the court may raise the objection of unfair prejudice and may refuse his/her appointment or resign during the course of the procedure. In such case, the President of the Court shall appoint a new arbitrator and the procedure shall continue in accordance with Art. 20 par. 1 and 2.

### **§ 22. Adjudication on the Authority of the Court of Arbitration**

(1) The President of the Court of Arbitration shall decide about the authority (competence) of the Court of Arbitration and shall review the authority to decide the sued case by the IACSD Court of Arbitration.

(2) Should the authority (competence) of the Court of Arbitration be disputable, the parties to the dispute will be invited to remove the obstacles in the dispute arbitration by the IACSD Court of Arbitration, or the President shall refuse to decide the case.

### **§ 23. Oral Proceeding**

(1) The dispute shall be adjudicated in a closed, non-public session. Upon an unanimous consent of the parties the arbitrator may allow persons who are not participants in the procedure to be present to the procedure. Upon request of any of the parties an interpreter appointed by the arbitrator may be present during an oral proceeding also without the consent of the other party.

(2) The parties shall participate in the oral proceeding personally or by means of their representatives.

(3) Should a party be absent despite the fact that it was duly informed of the time and place of the oral proceeding, its absence shall not impede the arbitration of the dispute.

(4) Each party can agree with the fact that the oral proceeding would be held in its absence.

(5) The oral proceeding can be adjourned upon the proposal of a party or upon the initiative of the arbitrator if necessary.

(6) The proposal to change the date of the oral proceeding must be presented at least 20 (twenty) days before the date of the oral proceeding.

## **§ 24. Minutes from the Oral Proceeding**

(1) The minutes from the oral proceeding shall be taken in the language of the proceeding and they must include the following information:

- a) the identification of the Court of Arbitration,
- b) the number of the dispute or the file number,
- c) the place and date of the oral proceeding,
- d) the identification of the disputing parties and their representatives,
- e) the information on the participation of the parties, their representatives respectively,
- f) the names of the arbitrators, witnesses, experts, the interpreter and other participants of the oral proceeding,
- g) the brief but comprehensive description of the course of the oral proceeding,
- h) the requirements of the parties and the contents of other important statements,
- i) the signature of the arbitrator.

(2) The parties shall be entitled to make themselves familiar with the contents of the minutes and sign it.

(3) The copy of the minutes shall be provided to the parties upon the oral proceeding closing.

## **§ 25. Simplified Procedure**

(1) In case of consumer or commercial contracts, in which the subject of the dispute is non-payment of the due amount resulting from the provided services or other performance, the arbitrator may decide also without an oral proceeding based on the produced written materials. However, the arbitrator may order an oral proceeding should the produced documents prove insufficient for the award issuance.

(2) In case of contracts and disputes not showing the features of consumer or commercial contracts, the parties may agree in writing that the arbitrator shall decide the dispute without an oral proceeding only based on the produced documents. However, the arbitrator may order an oral proceeding should the produced documents prove insufficient for the award issuance.

(3) Until the dispute adjudication the parties may agree in writing that it is not necessary to record the grounds of the arbitral award and that the arbitral award (judgment) will be released without this part.

## **§ 26. Conciliatory Attempts**

(1) According to the circumstances of the case, the arbitrator shall be entitled to call the parties in any stage to settle in a conciliatory way and to present proposals, recommendations, and initiatives which can, in the arbitrator's opinion, contribute to the conciliatory settlement.

(2) An attempt for conciliation cannot take place after the arbitral award (judgment) issuance.

## **§ 27. Presentation of Evidence**

(1) The parties shall be obliged to evidence the circumstances to which they refer as to the basis of their claims or objections, as well as other presented allegations.

(2) A party can provide written documents in original or in a copy. The arbitration senate shall be entitled to request the original of the produced document. Also other than documentary evidence may be produced.

(3) The evidence shall be presented in the manner determined by the arbitrator.

(4) The arbitrator may permit appointment of a court expert for evidence assessment.

## **§ 28. Evidence Evaluation**

(1) The arbitrator evaluates the evidence according to his/her own discretion, but namely impartially, independently an in compliance with these Rules of the Court of Arbitration and the Arbitration Law.

## **§ 29. Termination of the Dispute Trying and the Arbitration Procedure Termination**

(1) When the arbitrator comes to the opinion that all circumstances of the dispute have been sufficiently clarified, the arbitrator issues the resolution that the case is closed and that the arbitrator is prepared to independently assess the dispute and issue the arbitral award (judgment).

(2) Until the arbitral award (judgment) or the resolution on the procedure termination issuance the arbitrator may reopen the dispute trying by a resolution issuance, or order a new oral proceeding or evidence taking, if necessary for clarification of the facts of the case or determination of standpoints of the parties and independent assessment.

(3) The arbitrator does not have any period, in which he/she is obliged to assess the evidence and there is the rule that the case must always be assessed according to the law, the arbitrator's opinion, impartially and independently and without any undue prejudice.

## **§ 30. Issuing of the Arbitral Award**

(1) The arbitrator issues the arbitral award (judgment) in the language of the dispute but always also in Spanish.

(2) All parties and participants to the dispute have the legal right to 1 (one) original of the arbitral award (judgment).

(3) In the verdict part of the arbitral award (judgment) stipulating the obligation to perform, the arbitrator shall also stipulate the period, in which performance must take place.

(4) The day of the verbal announcement of the arbitral award shall be deemed the day of the arbitral award (judgment) issuance.

## **§ 31. Contents of the Arbitral Award**

(1) The arbitral award (judgment) shall namely contain the following data:

- a) the name of the Court of Arbitration,
- b) the place and date of the issuing of the award,
- c) the name and surname of the arbitrator,
- d) the identification of the parties, their representatives and other parties to the dispute,
- e) the subject of the dispute,
- f) the resolution on the claims, fees and expenses of the dispute,
- g) the grounds of the resolution, except for the cases in which the parties to the dispute, which is not arising from a consumer contract, agreed that it is not necessary to provide the grounds for the award,
- h) instructions on the rights of the parties to the dispute,
- i) the signatures of at the arbitrator, the Secretary and the President of the Court of Arbitration,
- j) the stamp or seal of the Court of Arbitration,
- k) the proceeding number or the file reference.

(2) The arbitration award (judgment) shall be co-signed by the President and the Secretary of the Court of Arbitration.

(3) Signatures of the arbitrator, the Secretary and the President of the Court of Arbitration, or any of them, with an attached certification by a notary public, and also the apostille clause may be also attached to the arbitral award (judgment).

## **§ 32. Fulfillment of the Arbitral Award**

(1) The parties are obliged to fulfill all obligations stipulated by the arbitral award (judgment) in the therein stated periods.

(2) The arbitral award (judgment) becomes finally enforceable on the day of the arbitral award (judgment) announcement.

(3) Unless the obligation to perform is stipulated in the arbitral award (judgment) the arbitral award shall be enforceable as of the day it becomes effective.

### **§ 33. Decision in the Arbitration Procedure**

(1) The arbitration procedure shall be terminated by the effectiveness date of the arbitral award (judgment) or by the decision on the proceeding termination serving.

### **§ 34. Termination of the Procedure without Issuing the Award**

(1) If the arbitral award (judgment) is not issued in the dispute, the procedure shall be terminated by the issuing of the resolution on the arbitration procedure termination.

(2) The resolution on the termination of the procedure shall namely be issued in the following cases:

- a) if the suit was withdrawn by the suitor;
- b) if the authority (competence) of the Court of Arbitration is not stated,
- c) in case of the failure to pay the fee for the arbitration procedure,
- d) if the parties concluded a conciliatory settlement.

(3) The resolution on the termination of the procedure shall be issued by the arbitrator. If the arbitrator has not been appointed yet, the resolution on the termination of the procedure shall be issued by the President of the Court of Arbitration.

## **PART FOUR – COSTS OF THE ARBITRATION PROCEDURE AND FEES**

### **§ 35. Costs of the Arbitration Procedure**

(1) The costs of the arbitration procedure are provided in the Price List of the Court of Arbitration and other fees associated with potential costs.

### **§ 36. General Provisions on Fees and Payments**

(1) Fees are stipulated in the USD currency but may be invoiced also in other currencies.

(2) Fees shall be payable to the account of the Court of Arbitration provided in the invoice or by VISA, MasterCard or American Express card.

### **§ 37. Reduction of the Arbitration Procedure Fee or its Partial Refunding**

(1) In specific cases the President of the Court of Arbitration may reduce the fees, waive the fees, or any part thereof, or fully refund the fees.

## **PART FIVE – CONCILIATORY PROCEDURE**

### **§ 38. Conciliatory Procedure**

(1) Upon the submitted proposal of any of the parties to the dispute and with the consent of the other party, the Court of Arbitration can perform a voluntary conciliatory procedure also without regard to the fact whether an arbitration contract was concluded by the parties. Each of the parties shall pay one half of the arbitration procedure fee and the lump-sum fee for administration costs of the Court of Arbitration in the amount stipulated in the Price list.

(2) The conciliatory procedure takes place in front of the arbitrator appointed by the President of the Court of Arbitration.

(3) Standpoints of the parties shall be heard in a non-public proceeding, or upon request of any of the party to the dispute or the arbitrator they may be heard in an oral proceeding.

(4) The conciliation proposal submitted by the arbitrator to the parties upon the conciliatory procedure may be accepted or rejected.

(5) The proposal of the conciliatory settlement cannot cause any detriment to the parties in another potential dispute. Similarly, anything presented by the parties during the conciliatory procedure cannot cause any detriment to the parties.

## **PART SIX – FINAL PROVISIONS**

### **§ 39. Applicable Law**

(1) Matters unsettled by these Rules shall be governed by the Act no. 489-09 on Commercial Arbitration of 19 December 2008, of the Dominican Republic.

### **§ 40. Final Provisions**

(1) These Rules of the IACSD Court of Arbitration become effective on 1 July 2012 and replace the previous Rules of the IACSD Court of Arbitration.

(2) Procedures commenced before 1 July 2012 shall be completed according to the then current regulations, unless both parties in a mutual concord agree that they shall be completed according to these new Rules.

(3) The IACSD Court of Arbitration has the jurisdiction in the Dominican Republic and the competencies of the IACSD Court of Arbitration result from the Act No. 489-09 on Commercial Arbitration of 19 December 2008 of the Dominican Republic.

(4) Should any part of these Rules become void, it shall have no effect on the validity of the remaining parts hereof.