

# ARBITRATION RULES

PUBLICATION 2022



SCIENTIFIC AND TECHNICAL CHAMBER OF CYPRUS

# ARBITRATION RULES

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ALTERNATIVE METHODS OF DISPUTE  
RESOLUTION “AMDR CENTRE ETEK”

## PREFACE

## ACKNOWLEDGEMENTS

Given the need for a contemporary and comprehensive framework for the conduct of Arbitrations in Cyprus, the preparation of documents/forms and supplements that would contribute towards this was considered necessary. Therefore, it was decided that these rules, now known as the Arbitration Rules of The Cyprus and Scientific and Technical Chamber (ETEK), be drafted which would constitute a powerful and easy-to-use tool in the hands of Arbitrators, and which coupled with the current Legislation would enable a timelier, more expeditious and effective resolution of disputes, which is the fundamental principle of Arbitration.

The first edition of the ETEK Arbitration Rules was published in 2012, the result of two years of arduous and systematic work by an enthusiastic Working Group, consisting of Eur. Ing. Mr Platonas Stylianou-Chartered Civil Engineer Co-ordinator, Eur. Ing. Mr Loukas I Georgiades-Civil Engineer, Mr Nicos Elia-Lawyer and Chartered Quantity Surveyor, Mrs Anna Iacovou Stylianou – Chartered Quantity Surveyor and Mr Andis Sfika, Civil Engineer; to whom we are extremely grateful:

The group's efforts were aided by the constructive remarks and comments of Mr Giorgos Vlamis, Lawyer – Quantity Surveyor, currently a Judge at the District Court of Limassol and Mr Varnavas Lambrou, Civil Engineer – Arbitrator, whom we would also like to thank.

The first edition of the Arbitration Rules was used for over eight years without any fundamental problem in their use arising or any fundamental weakness in their structure appearing.

In time, ETEK proceeded to establish the Centre for Alternative Methods for Dispute Resolution "AMDR Centre ETEK" whose main goal is to promote alternative methods for dispute resolution in the construction industry and society in Cyprus in general. This resulted in the Committee that was appointed to guide the AMDR Centre ETEK, the "AMDR ETEK Committee", to begin working intensively to update all forms and publications which ETEK had produced up to that point in the field of Alternative Methods of Dispute Resolution.

This intensive work also resulted in the current second edition of the ETEK Arbitration Rules, hereinafter referred to as the 2022 Edition, which includes interesting additions. The most important additions are, that of a separate Rule in case of failure of co-operation or delay by the Parties to the Arbitration, the Arbitration Procedure in the absence of one of the Parties, the addition of a separate Rule for Fast-Track Resolution of a Dispute, aligning the Rules with changes which had in the meantime been adopted by the Chamber regarding the way in which an Arbitrator is selected, and also the incorporation of useful amendments which have already been adopted by other internationally recognised Arbitration Centres.

In conclusion, we would like to extend a special thank you to ETEK's Legal Advisers, "Tassos Papadopoulos & Associates LLC" law firm, and especially to Mr Nicos Papaefstathiou, for the excellent cooperation in the legal drafting of both the 2012 Edition and the 2022 Edition.

The 2012 Edition of the ETEK Arbitration Rules was a first but significant step in promoting Alternative Methods for Dispute Resolution in our country. This current 2022 Edition improves, reinforces and further establishes the Arbitration procedure, and most importantly, firmly establishes ETEK itself as a Centre of Alternative Methods for Dispute Resolution and as an agent of progress and modernisation of society in Cyprus.

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## 1. ISSUANCE OF ARBITRATION RULES

- 1.1. These Arbitration Rules are issued by The Cyprus Scientific and Technical Chamber (ETEK).
- 1.2. These Rules will apply where the Contracting Parties to any Agreement or Assignment Agreement or Appointment Agreement (hereinafter collectively referred to as "Arbitration Agreement") agree that any disputes or disagreements which may arise or which have arisen between them will be resolved by Arbitration in accordance with these Rules, subject to any written modification to the Rules agreed by the Parties.
- 1.3. These Rules will also apply where the Contracting Parties to any Referral Agreement agree that any disagreements or disputes will be resolved by Arbitration in accordance with these Rules.
- 1.4. These Rules will also apply where the Court, subject to the provisions of any relevant court order, refers to Arbitration any dispute arising in court proceedings pending before that Court pursuant to any provision of the Courts of Justice Law.
- 1.5. These Rules will apply accordingly to all Arbitrations where the Arbitrator is appointed by ETEK or is selected from the Register of Arbitrators of CAMDR ETEK, subject to any written modification to the Rules agreed by the Parties.
- 1.6. These Rules will be referred to as the Arbitration Rules of The Cyprus Scientific and Technical Chamber or as ETEK's Arbitration Rules or as the Chamber's Arbitration Rules.

## 2. DEFINITIONS

- 2.1. In these Rules, unless the context otherwise requires, or the context is inconsistent with such interpretation:

"Arbitral Tribunal" means the body conducting the arbitration, irrespective of whether it consists of one or more arbitrators.

"Arbitration" means an arbitration conducted in accordance with the Arbitration Law, Cap.4 or the International Commercial Arbitration Law, N.101/1987 or any other law which amends or replaces either of the aforementioned Laws.

"Arbitration Service" means the Arbitration service of CAMDR ETEK.

"Archive" means the Arbitrations archive maintained by ETEK.

"CAMDR" means ETEK's Centre for Alternative Methods of Dispute Resolution.

"Chamber" means ETEK.

"Court" means a competent District Court or its Judge.

"Day" means calendar day, subject to the provisions of the Interpretation Law (Cap. 1).

"ETEK" means The Cyprus Scientific and Technical Chamber.

"Law" means every law in force and applicable in the Republic of Cyprus and includes any law that supersedes or amends such law.

"Notice of Arbitration" means the notice sent by the Claimant in accordance with the provisions of Rule 4 of these Rules.

"Parties" or "Parties to the dispute" means the Contracting Parties to an Arbitration Agreement.

"Party" or "Party to the dispute" means a Contracting Party to an Arbitration Agreement.

"Person" means and includes any natural or legal person of public or private law, government, state or state representative or government representative or any joint venture, association or local or municipal authority.

"President" means the President of The Cyprus Scientific and Technical Chamber.

“Referral” means the referral to arbitration pursuant to these Rules.

“Register” means the Register of Arbitrators maintained by ETEK.

“Rules” means these Rules.

“Seat of Arbitration” means the seat of the arbitration.

“Secretariat” means the secretariat of CAMDR ETEK.

“Steering Committee” means the Steering Committee of The Cyprus Scientific and Technical Chamber.

“Time” means the time of day in the Republic of Cyprus.

“Videoconference” means the meeting which takes place remotely, with a two-way communication between two or more people or groups via computer devices or sound and vision systems or other technological or electronic media, provided that each participant at the meeting is able to hear and see all of the other participants during such meeting.

“Working day” means a day on which normal business is conducted in the Republic of Cyprus, excluding Saturdays, Sundays and official or public holidays.

“Written” means any letter, fax or email.

### 3. FUNCTIONS OF CAMDR ETEK

- 3.1. The Cyprus Scientific and Technical Chamber operates the Centre for Alternative Methods of Dispute Resolution, based on internal rules, known as CAMDR ETEK Rules.
- 3.2. CAMDR ETEK maintains a Register of Arbitrators from which Arbitrators are appointed for the resolution of disputes referred to Arbitration in accordance with these Rules.
- 3.3. The Arbitrators appointed to conduct an Arbitration in accordance with the Rules will be Members of The Cyprus Scientific and Technical Chamber. The status of CAMDR ETEK Arbitrator and registration on the Register is acquired by a decision of the Steering Committee which is made based on terms, qualifications and conditions determined from time to time by the Chamber.
- 3.4. CAMDR ETEK has a Secretariat and maintains an archive of Arbitrations in which copies of the referrals to Arbitration are kept. It also maintains an archive of arbitral awards in electronic form or in any other appropriate form, as the Chamber may in its absolute discretion deem fit from time to time.
- 3.5. The Secretariat can provide, should the Contracting Parties so wish and upon payment of the appropriate fees and commissions, support services to the Arbitrators, such as drafting and sending notices to the parties, witness summons, taking minutes, securing stenographers / typing / electronic media / venues for conducting the Arbitration.

### 4. OBJECT AND COMMENCEMENT OF ARBITRATION

- 4.1. The object of Arbitration is to achieve, through an objective and impartial procedure, a fair resolution of the dispute between the Contracting Parties using the Arbitration Service, within a reasonable period of time and with reasonable costs and expenses.
- 4.2. Except as agreed in the Referral Agreement or in the Arbitration Agreement, no modification to this procedure or to the Arbitration Rules should be implemented without the Arbitrator’s consent.
- 4.3. If the Seat of Arbitration is not determined in the Referral Agreement or the Arbitration Agreement, or the Parties do not mutually agree on its determination, then the Seat of Arbitration in Cyprus, is determined by the Arbitrator taking into consideration all circumstances of the case.
- 4.4. Except as otherwise specified in the Agreement between the Contracting Parties, (or as otherwise provided in the Referral Agreement or the Arbitration Agreement), a disagreement or dispute will be deemed to have arisen when, in an agreement

containing an arbitration clause, a claim or demand or dispute on behalf of one of the two Parties is rejected by the other Party and either this rejection is not accepted, or no response is received after twenty eight (28 days) have elapsed from the receipt of the claim or demand from the other Party. Either Party may then refer the dispute or disagreement to Arbitration by sending the Notice of Arbitration to the other Party.

- 4.5. The date on which the Notice of Arbitration is sent, is deemed to be the commencement date of the Arbitration procedure.
- 4.6. The Notice of Arbitration must clearly define the matters that the Party issuing the notice wishes to be referred to Arbitration which are also required to be set out in the notice of claim or demand. Nothing stated in the Notice of Arbitration shall limit the Party as regards the way in which he will proceed to present his case or the way in which the other Party will make a Counterclaim.

## 5. NOTICES – CALCULATION OF PERIODS OF TIME

- 5.1. Any notice or notification or proposal or generally any correspondence under these Rules must be sent in writing.
- 5.2. Any notice or notification or correspondence or proposal under these Rules will be deemed to have been received if it is delivered personally to the addressee or if it is delivered to his place of residence or his place of business or his mailing address and, if after reasonable efforts the addressee cannot be located at any of the above addresses, then if it is delivered to his last known place of residence or place of business. Where delivery is by fax or email, the relevant receipt confirming delivery shall constitute proof of delivery.
- 5.3. The time of receipt by the addressee in accordance with the above is deemed to be the actual time of delivery to the addressee.
- 5.4. For the purpose of calculating a period of time under these Rules, such period shall be deemed to begin to run on the day immediately following the day on which a notice or notification or correspondence or proposal is received. If the last day of such period is an official holiday or a non-working day, then the period is extended until the first working day which follows.

## 6. NOTICE OF ARBITRATION

- 6.1. Any person wishing to commence Arbitration under CAMDR ETEK shall send a relevant Notice to the Secretariat.
- 6.2. The Party sending the notice shall be called the «Claimant» and the other Party shall be called the «Respondent».
- 6.3. The notice must be in accordance with to **APPENDIX 1** and must be sent or submitted to ETEK's offices at 8 Kerverou Street, 1016 Nicosia, P.O. Box 21826, 1513 Nicosia or to any other of ETEK's offices in Nicosia, and must include or be accompanied by the
- a. following supporting information:
    - A list of names and addresses of all the persons who are parties to the Arbitration and their capacity. The word «address» means the mailing
    - b. address and includes telephone number, fax number and email address.
    - A copy of the written text or texts out of which the Referral Agreement or the Arbitration
    - c. Clause or the Arbitration Agreement or generally the Notice of Arbitration arises.
    - A brief description of the subject matter, nature and circumstances of the disputes or
    - d. disagreements for which the Notice is submitted.
    - A confirmation from the Claimant that a copy of the application and everything accompanying it has been sent and delivered to all interested parties (as per Rule
    - e. 6.3(a) above).
    - f. A copy of the Notice of Arbitration.
    - Any other relevant documents or information.
- 6.4. If the Referral to Arbitration Agreement or the Notice provides for the appointment



of one Arbitrator by or on behalf of CAMDR ETEK (President of ETEK), any Party wishing for such appointment to be made shall send a written application to the Secretariat accompanied by satisfactory written evidence that the conditions set out in the Referral to Arbitration Agreement or in the Notice for such appointment have been met.

- 6.5. Upon receiving the application, the Secretariat informs the Respondent and must put it before the President of ETEK as soon as possible so that he can appoint an Arbitrator or Arbitrators accordingly, in accordance with Rule 6.9.
- 6.6. Every Referral Agreement providing for one or more Arbitrators or an Umpire, who will be acting alone or with others and who will be appointed by CAMDR ETEK, shall be deemed to be an Agreement for submission or referral to Arbitration under these Rules.
- 6.7. Immediately after his appointment, the Arbitrator makes a Statement of Acceptance of his appointment in accordance with **APPENDIX 2**.
- 6.8. The Notice, or the application or any supporting document shall not restrict the Parties as to the manner in which they will present their case, nor shall it in any way set or limit the scope of the Referral, or of the Dispute or of the Disagreement or of the Arbitration or of the Arbitrator's jurisdiction.
- 6.9. Within fourteen (14) days of receipt of the Notice of Arbitration or within a reasonable period of time thereafter that must not exceed thirty (30) days, the Parties shall act to select a mutually acceptable Arbitrator from the Register. The procedure for such appointment shall (unless the Parties mutually agree otherwise) be as follows:
  - a. Each Party shall separately compile its own list that will contain three (3) names of proposed Arbitrators from the Register.
  - b. Subsequently the Parties are invited by the Secretariat to attend ETEK's offices on a specific day and time to exchange the said lists and the Arbitrator appointed shall be any proposed Arbitrator whose name appears on both lists. In the event that the said lists include the names of more than one proposed Arbitrator in common, then the appointed Arbitrator shall be the one whose name appears first in order of preference in either of the lists, and in the event that the names of two different proposed Arbitrators appear first in order of preference, then the person appointed as Arbitrator shall be the one chosen between them by a draw of lot.
  - c. In the event that there is no proposed arbitrator whose name is included on both lists, or in the event that one of the Parties is delaying unjustifiably then the matter of the appointment of an Arbitrator is referred to the President of ETEK, who will decide on and appoint the Arbitrator.
- 6.10. No such appointment shall be deemed to be invalid by reason only that the time limits set out in this Rule 6 have not been strictly observed.
- 6.11. In the event of a referral of a dispute by the Court to CAMDR ETEK for resolution by Arbitration or if the referral for resolution of the Dispute by Arbitration is made by ETEK itself, then, the choice of Arbitrator is made by the President of ETEK.

## 7. DISAGREEMENT OR DISPUTE NOTE

- 7.1. At any time before the preliminary meeting is completed, any Party may raise further disagreements or disputes to be referred to Arbitration by submitting an additional referral note, given that these arise under or out of the same Agreement between the Contracting Parties.
- 7.2. Once the appointment of an Arbitrator is complete, he is then deemed to have jurisdiction over any matter that relates to and is necessary for the resolution of any dispute or disagreement that has already been referred to him in accordance with the aforementioned Rules.

## 8. TERMS OF APPOINTMENT

- 8.1. Except as otherwise expressly agreed in writing, all Arbitrators appointed pursuant to the Rules are deemed to have accepted their appointment on the terms below or on such amended terms as the Chamber may adopt from time to time, prior to the commencement of the Arbitration.

- 8.2. The Parties to the Arbitration (regardless of the Award or the Arbitrator's directions as to the liability of each of the Parties for the costs in question) shall be jointly and severally liable to the Chamber, the Arbitrator and/or the Umpire for the fees and expenses charged and/or incurred in relation to the Arbitration. The said costs shall be recoverable as a civil debt and the Contracting Parties will be jointly and/or severally liable.
- 8.3. The Arbitrator's and/or Umpire's fees shall be calculated on a fee per hour basis with reference to the work carried out, including administrative work carried out by himself or on his behalf, and shall be charged on a scale that is appropriate to the particular circumstances of the case, including the complexity of the Dispute, the disputed amount and the Arbitrator's experience. CAMDR ETEK may from time to time set relevant scales of minimum fees for the Arbitrators/Umpires. The fees shall be set and agreed in each case before the commencement of the Arbitration taking into consideration all relevant factors, such as the size and nature of the claims, the complexity and complication of the issues raised, the nature and type of case, the experience and specialised knowledge of the Arbitrator, the urgency of the case and the time frames available to the Arbitrator to complete the Arbitration.
- 8.4. The Arbitrator's expenses in relation to the Arbitration, e.g. travel and food expenses, postage, phone calls, faxes, copies, recording or transcription of the minutes, expert fees, etc shall be charged at actual cost.
- 8.5. Where the case is settled or discontinued before the Award is issued or where the Arbitrator or Umpire resigns with sufficient good cause, he shall be entitled to payment for the work carried out and expenses incurred up to that point, provided that he will hand over the file and records of the Arbitration to CAMDR ETEK.
- 8.6. Where a scheduled hearing is postponed or cancelled for reasons owing to the parties, the Arbitrator or Umpire may charge a reasonable cancellation fee, in addition to payments that he may be entitled to pursuant to Rules 8.3 and 8.4 above, provided that no reasonable notice of cancellation was given.
- 8.7. The Arbitrator or Umpire and/or ETEK as the appointing body, shall be entitled to require that all or any of the Parties to the Arbitration make an advance payment to the Secretariat of all or part of their fees. Additionally, the Arbitrator may require that the Parties make interim payments to the Secretariat for his fee.
- 8.8. The Arbitrator or Umpire and/or ETEK as the appointing body shall have a right of lien over the Arbitral Award and other documents, notes or valuations that are in their possession whether because they were handed over to them by the Parties or by other persons to provide guidance, for reasonable fees and charges of theirs.
- 8.9. The Chamber, its President, its Officers, its members, its employees or its representatives and the Arbitrators or Umpires who are appointed pursuant to the Rules shall have no liability of any kind whatsoever to any party to the Arbitration for any act or omission, in connection with or with respect to the Arbitration conducted pursuant to these Rules, save where the Arbitrator or Umpire is found guilty of wilful neglect or fraud, in which case he will be personally liable.

## 9. ARBITRATOR'S IMPARTIALITY

- 9.1. Before taking on the case the Arbitrator must ensure and thereafter declare in writing that he has no special tie or relationship with any of the parties involved, that no enmity exists between him and any of the parties involved and that he has no kind of connection with or interest in the outcome or the subject matter of the case.
- 9.2. Subject to the provisions of Rule 6.9., if any of the Contracting Parties believes that the Arbitrator who has been appointed or named or specified in the Agreement is not or cannot be impartial, then he may, at the time of the arbitrator's appointment, request by means of a fully substantiated written application towards the President of ETEK, the replacement of such Arbitrator and the appointment of a new Arbitrator.
- 9.3. The Arbitrator must not accept his appointment if at the time of the appointment he knew or ought to have known of the existence of any reason why he should not accept as mentioned in Rule 9.1.
- 9.4. The removal of an Arbitrator may be proposed only for the reasons referred to in Rule 9.1 and if circumstances exist that are capable of giving rise to justifiable doubts as to the Arbitrator's impartiality or independence,

or if the Arbitrator lacks the qualifications agreed to by the Parties.

- 9.5. The Party to the agreement that proposes the Arbitrator, or participates in his appointment, may propose the removal of such Arbitrator, only for reasons that were made known to the Party proposing the removal after such appointment.
- 9.6. The Arbitrator must adhere to the ETEK's Code of Ethical Conduct for Arbitrators.

## 10. ARBITRATOR'S QUALIFICATIONS

- 10.1. Subject to the provisions of Rule 9.1, for the Arbitrator to accept his appointment, he must be registered on the Register and possess the qualifications that are required by law, by the relevant decision of the Steering Committee and by the relevant Arbitration Agreement.
- 10.2. If the Arbitrator is not registered on the Register and does not possess the qualifications required by the Arbitration Agreement as on the date of signing of the Arbitration Agreement, then any of the Contracting Parties may apply to Court for his removal.

## 11. THE ARBITRAL PROCEEDINGS

- 11.1. Except where the Parties to the dispute expressly agree otherwise in writing or where the Arbitrator issues other directions, every Arbitration commencing pursuant to the Rules shall be conducted in accordance with these Rules, as adopted by the Chamber prior to the commencement of the Arbitration, with which the parties are presumed to have agreed.
- 11.2. The Arbitration will be conducted by a sole Arbitrator or by two Arbitrators and an Umpire or by three Arbitrators, depending on the agreement of the Parties.
- 11.3. Where the Arbitration agreement provides for resolution of the dispute by a sole Arbitrator, he is either agreed upon by the parties and is confirmed by the President of the Chamber or he is appointed by the President of the Chamber upon the Parties' application, as provided in Rule 6.9.
- 11.4. Where the Arbitration agreement provides for resolution of the dispute by two Arbitrators and an Umpire, each party proposes one Arbitrator within twenty- eight (28) days of the other Party's written invitation to do so or within such other period of time as is provided in the Arbitration agreement. The Umpire is appointed by the Arbitrators or the President of ETEK pursuant to an application, depending on the agreement between the Parties. If one of the Parties fails to appoint an Arbitrator within the aforementioned time limit, or if the two Arbitrators appointed by the Parties fail to agree on the Umpire, then the Arbitrator or the Umpire, as the case may be, is appointed by the President of ETEK pursuant to an application by one of the Parties.
- 11.5. Where the Arbitration agreement provides for resolution of the dispute by three Arbitrators, each Party appoints one Arbitrator and those two Arbitrators appoint the third Arbitrator. If one of the Parties fails to appoint an Arbitrator within twenty-eight (28) days of the other Party's written invitation to do so, or if the two Arbitrators fail to agree on the appointment of the third Arbitrator within twenty-eight (28) days of their appointment as Arbitrators, then the third Arbitrator shall be appointed by the President of ETEK pursuant to an application by one of the Parties.
- 11.6. Where reference is made to an appointment by the Parties, this will be from the ETEK Register unless the Parties agree otherwise.

## 12. AUTHORITY OF ETEK'S PRESIDENT TO ACT

- 12.1. In the event that during the course of the procedure agreed between the Parties for the appointment of an Arbitrator or Arbitrators:
- a. One of the Parties fails to act in accordance with what has been agreed, or
  - b. The Parties or the Arbitrators are unable to reach the agreement anticipated by the procedure, or
  - c. A third, natural or legal person, including an Arbitration body, fails to act in accordance with the procedure, the President of ETEK, pursuant to an application by one of the Parties has the power to take the necessary actions, unless the procedure agreed between the Parties for the appointment of an Arbitrator or Arbitrators provides for a different method of securing the appointment.

## 13. JURISDICTION OF ARBITRATOR

- 13.1.** Unless the Parties agree otherwise, the Arbitrator has full discretionary power and jurisdiction to rule on his own jurisdiction and in particular to determine:
- a. Whether there is a valid Arbitration Agreement and whether the rules provided therein have been adhered to.
  - b. Whether he has been properly appointed as regards the Arbitration.
  - c. Whether there is a dispute or disagreement that has been properly and validly referred to Arbitration.
  - d. Which matters have been submitted in accordance with the Arbitration Agreement or the Referral Agreement or the Notice and the arbitration procedure.
  - e. Whether he has the power to decide and express a scientific view and position as a Scientific Expert on the matter.
  - f. Whether he has the power to opine on a specific matter or act as an Expert.
- 13.2.** Where any Party refers an interim Award to the Court, the Arbitrator must give directions as to whether or not the Arbitration Procedure will continue pending the Court's Judgment.
- 13.3.** The Arbitrator has the power to decide all procedural matters and matters that relate to evidence including but not limited to the following:
- a. Whether and what type of written statements of claim and defence will be used, when these need to be submitted and to what degree these statements can be amended in the future.
  - b. Whether the civil procedure rules (or any other rules) will be applied as far as possible, with respect to the acceptability, relevancy or importance of any material (oral, written or otherwise) presented in relation to matters, facts or opinions and as to the time, manner and form in which such material should be exchanged and presented.
  - c. Whether he will rely on his own knowledge and expertise, to the extent that he considers appropriate (provided that the Parties will be given an equal opportunity to make comments and remarks).
  - d. Whether and to what extent the evidence and witness statements should be in written or oral form.
  - e. Whether and to what extent evidence should be presented by experts.
  - f. The way in which evidence of witnesses should be considered.
- 13.4.** The Arbitrator will have all the powers which a Court having the jurisdiction to try the dispute is afforded and which are permitted in accordance with the Arbitration Law Cap. 4 or the International Commercial Arbitration Law, 101/1987, as the case may be, or in accordance with any other Arbitration Law or provision of the law which provides for resolution of the dispute through Arbitration, that is in force.
- 13.5.** The Arbitrator's powers that relate to the procedure shall be exercised pursuant to an application by a party. When the exercising of such powers would affect persons who are not parties, then the powers shall not be exercised unless such persons agree in writing to be bound by any such exercise of the powers.
- 13.6.** The Arbitrator has the power to appoint an expert advisor on any matter, in addition to, or with the Parties' agreement in replacement of, the Parties' expert witnesses, to assist him with any matter that requires expertise or specialist knowledge including matters of law applicable in other countries.
- 13.7.** The Arbitrator has the power to order that satisfactory security for the costs of the Arbitration or where appropriate satisfactory security for the Claim be provided.
- 13.8.** The Arbitrator applies the Law that is applicable to the dispute and the procedure of the Court that would have had jurisdiction to hear the dispute unless and as otherwise provided in these Rules.

- 13.9. The Arbitrator may appoint a lawyer, technician or other specialist person or institution to assist him in the conduct of the Arbitration (provided that the Parties are notified in a timely manner). The Arbitrator may issue directions as to when such specialist person or institution should be present at an Arbitration hearing.
- 13.10. The Arbitrator may seek legal, technical or other advice for any matter arising from, or related to the hearing. The Parties must have reasonable opportunity to comment on any information, opinion or advice offered by any such person or institution to the Arbitrator.
- 13.11. All costs and expenses incurred in relation to the Arbitrator's actions shall be considered as costs and expenses of the Arbitration.

#### 14. PRELIMINARY MEETING

- 14.1. Within a reasonable period of time from the date of his appointment, the Arbitrator sets a date for a preliminary meeting and invites the Parties to appear before him so that he can give preliminary directions in relation to the procedure that will be adopted for the Arbitration.
- 14.2. The Arbitrator may request that the Parties submit brief statements to him summarising their position on the disputes and disagreements. Such statements must contain the necessary details as to the nature of the matters so as to allow the Arbitrator and the Parties to discuss the appropriate procedures during the Preliminary Meeting.
- 14.3. If the Parties so wish, they may agree on directions and submit them in draft form to the Arbitrator for approval. The Arbitrator may adopt these directions unless there are serious reasons not to do so.
- 14.4. The Parties and the Arbitrator shall decide whether and to what extent the expedited (fast-track), summary or ordinary Arbitration procedure will be followed.
- 14.5. Where the law applies to the Arbitration, the Parties must sign an Arbitration Agreement (if they have not already signed one or if they have not already agreed one by conduct) and must accept ETEK's Arbitration Rules.
- 14.6. The Parties and the Arbitrator must also consider the following:
  - a. What other measures will facilitate the speediest and most cost-effective resolution of the dispute, identifying some of the issues before the main hearing.
  - b. Whether a limit will be set on the recoverable costs.
  - c. Submission of pleadings.
  - d. Whether the Arbitrator will be requested to hear and decide on a point of law.

#### 15. DOCUMENTS/ PLEADINGS

- 15.1. Within twenty-eight (28) days of the notice of appointment of the Arbitrator or within such other period as the Arbitrator may determine, the Claimant shall send to the Arbitrator and to every other Party, a Statement of Claim setting out with sufficient detail the claims and facts upon which he is relying as well as the remedy sought.
- 15.2. Within twenty-eight (28) days of receipt of the Claimant's Statement of Claim or within such other time period as the Arbitrator may determine, the Respondent shall send to the Arbitrator and to every other Party, a Defence setting out with sufficient detail the facts contained in the Statement of Claim that he admits or rejects, as well as all the other facts and claims upon which his defence relies and any Counterclaim.
- 15.3. The Claimant, if he so wishes, shall send to the Arbitrator and to every other Party a Reply to the Defence within 14 days of receipt of the Defence or within such other time period as the Arbitrator may determine.
- 15.4. Where a Counterclaim is pleaded it shall be submitted at the same time as the Defence in the same format as if it were a Statement of Claim and with respect thereto a Defence to the Counterclaim and a Reply to the Defence to the Counterclaim will follow which may be drafted and served in accordance with Rules 15.2 and 15.3 above.

## 16. SESSION FOR DIRECTIONS

- 16.1.** Following the submission of all pleadings, the Arbitrator schedules a session for directions during which:
- a. The Parties submit any documents that they have not submitted with their pleadings upon which they will rely, arranged in chronological order, as well as a list of authorities to which they will refer (if any).
  - b. The Parties indicate which of the documents presented by the other side they accept and which they dispute as regards their validity or content.
- 16.2.** During the session for directions the Arbitrator, after hearing the oral submissions of the parties or their lawyers, decides as to whether:
- a. He should issue directions for a preliminary ruling on a point of law or on a point of law arising from the pleadings.
  - b. An interim Award should be issued regarding an undisputed amount that is owed (whether it is a debit account or damages or otherwise).
  - c. A list of admitted and disputed exhibits should be drawn up and the contested issues be determined or limited.
  - d. There should be a disclosure of documents, whether general or with respect to a specific issue where such disclosure is or may be necessary for the fair resolution of the dispute.
  - e. Further and better particulars of the claims in the pleadings should be provided.
  - f. The Arbitration should proceed on a documents-only basis without other testimonies or written statements.
  - g. An adviser or expert who will prepare a report for the Arbitrator on any matter, fact or law, should be appointed.
  - h. An on-the-spot check or inspection should be carried out.
  - i. Directions should be issued for the preservation or maintenance or retention of any disputed movable or immovable property or for the provision of security for it.
  - j. Directions should be issued in relation to minute taking, the method of storing them and the payment of expenses resulting from the minute taking.
- 16.3.** If the Parties agree, they may purchase stenographer services or other services, the expenses of which, subject to the provisions of Rule 19, shall be shared equally between the Parties.

## 17. HEARINGS

- 17.1.** Unless the Arbitrator issues directions otherwise, no specialist or expert witness shall testify except where a copy of his testimony or report is submitted to the Arbitrator and the other Parties, at least seven days prior to the case's hearing date.
- 17.2.** The hearing is conducted as closely as possible to a hearing before the Court that would have had jurisdiction to try the dispute.
- 17.3.** The Arbitrator may hear or consider testimony that he deems relevant and admissible but shall not be bound by the strict provisions of the Evidence Law or other Laws and Case Law in relation to the admissibility and relevance of testimony.
- 17.4.** All meetings and hearings shall be held in private and not in public. The Parties may, if they so wish, be represented during the hearing by a lawyer and/or other professional advisor.
- 17.5.** The Arbitrator may, at any stage, issue directions for any meeting of the arbitral proceedings to be conducted remotely by videoconference, and at the same time issue instructions as to the procedure, media and manner of its conduct. Provided that where oral testimony is to be given under examination or cross-examination or re-examination of a witness, the agreement of the Parties shall be required for the videoconference to be held.

## 18. PARTIE'S DEFAULT

- 18.1. The Parties are free to agree as to the Arbitrator's powers where one Party fails to take the necessary steps for the Arbitration to be conducted quickly and properly.
- 18.2. Unless the Parties agree otherwise the provisions of this Rule shall apply.
- 18.3. If the Arbitrator is satisfied that there is an excessive and unjustified delay on the Claimant's part in submitting his Statement of Claim and this delay:
  - a. creates, or is likely to create a substantial risk that there will not be a fair resolution of the Dispute, or
  - b. has caused or is likely to cause serious harm or damage to the Respondent,
- 18.4. If the Arbitrator is satisfied that there is an excessive and unjustified delay on the Respondent's part in submitting his Statement of Defence, then the Arbitrator at the Claimant's request may proceed to issue an Arbitral Award on the basis of the material before him.
- 18.5. If a Party, without giving sufficient explanation,
  - a. fails to attend or be represented at an oral hearing of which they were given due notice, or
  - b. fails, after being given due notice, to submit a written statement or submit written comments where the matters are required to be reviewed in writing,

the Arbitrator may continue the proceedings in such Party's absence or in the absence of the written statement or written comments on his part, as the case may be, and may issue an Award on the basis of the material before him.
- 18.6. If a Party, without giving sufficient explanation, fails to comply with any directions or order of the Arbitrator, the Arbitrator may issue a peremptory order with the same content, setting a specific deadline for compliance that he considers appropriate.
- 18.7. If the Claimant fails to comply with an Arbitrator's peremptory order to provide security for costs, the Arbitrator may issue an Award rejecting his Statement of Claim.
- 18.8. If a Party fails to comply with any other peremptory order, subject to any relevant legislative provision, the Arbitrator may do any of the following:
  - a. Draw such conclusions from the non-compliance, as the circumstances warrant.
  - b. Proceed to issue an Award on the basis of the material that has been submitted to him properly.
  - c. Issue a direction that he considers appropriate as regards the payment of the costs that have arisen as a result of the non-compliance.

## 19. ARBITRAL AWARD

- 19.1. Unless, before the issuance of the Award, the Parties notify the Arbitrator that they require an Award in which its reasoning is not set out, the Arbitrator shall issue an Award accompanied by its reasoning and shall set out the reasons for his award. The reasons will include an analysis of the testimony and the grounds on which this Award is based.
- 19.2. The Arbitrator shall fix the total costs of the Arbitration in his Award and, unless it was otherwise agreed by the Parties after the Dispute was raised, determine at his discretion, which Party will bear all or part of any of the recoverable costs incurred by any Party.
- 19.3. If the Arbitrator determines that all or part of the costs of the Arbitration shall be paid by a Party other than the party that has already paid them, the latter shall have the right to recover such costs from the said party.
- 19.4. The Arbitrator's Award shall be final and binding on the Parties and may be registered and enforced by the competent Court, under to the applicable Arbitration law.
- 19.5. In the event that the dispute is settled, the Arbitrator terminates the Arbitration procedure and, if the Parties determine that this is necessary or appropriate, records the settlement in the form of an Agreed Award.



- 19.6. Within thirty (30) days from the day of communication of the Arbitral Award or within such other time period agreed between the Parties, any of the Parties may, pursuant to an application communicated to the other Party, submit a request by which the Arbitrator is requested to correct a computational, graphical, typographical or any other error of a similar nature in the Arbitral Award. If, after hearing the Parties, the Arbitrator considers that the request is justified, he shall make the relevant correction within thirty (30) days of such application being communicated to him.
- 19.7. The Arbitrator shall at all times have the power, having previously heard the Parties, to make corrections on his own initiative within thirty (30) days of the issuance of the Arbitral Award.

## 20. FAST-TRACK PROCEDURE

- 20.1. Where the subject matter of the dispute does not exceed twenty-five thousand euro (€25,000) or where the Parties agree so, the arbitration may be conducted under a fast-track procedure in accordance with the provisions of this Rule 20.
- 20.2. The Arbitration shall be referred to a sole Arbitrator with a mandate to conduct the arbitration under the fast-track procedure.
- 20.3. Within seven (7) days of the appointment of the Arbitrator, the Claimant shall communicate the Statement of Claim to the Arbitrator and the other Party by email, together with all documents which he intends to rely on for his case.
- 20.4. Within ten (10) days of receipt of the Statement of Claim, the Respondent shall communicate the Statement of Defence to the Arbitrator and the other Party in the same way, together with all documents which he intends to rely on for his case.
- 20.5. The Arbitrator may request the Parties to submit additional documents or written clarifications. Such clarifications or documents must be submitted by email no later than fourteen (14) days from the exchange of pleadings.
- 20.6. The Arbitrator shall issue his award within fourteen (14) days of the date of the exchange of pleadings being completed or of the submission of further documents or clarifications.
- 20.7. If the Parties and the Arbitrator agree, the above time periods may be extended provided that the total duration of the procedure will not exceed ninety (90) days.
- 20.8. Provided that within the framework and time periods of this Rule 20 the Arbitrator is entitled:
- a. To visit the venue, the construction site or the projects.
  - b. To request any or both Parties to submit additional documents or information in writing.
  - c. To request the Parties to attend a meeting or videoconference to respond to the Arbitrator's questions whether directed at the Parties, or their representatives or their witnesses.
- 20.9. Subject to the specific provisions of this Rule 20, the rest of the Rules apply, mutatis mutandis, to the fast-track procedure.
- 20.10. The Arbitrator has the discretion to determine a different time period within which the Parties will take any action pursuant to this Rule, always bearing in mind that the Parties have agreed to a fast-track resolution of their dispute.

## 21. SUMMARY PROCEDURE

- 21.1. Where the Parties agree so or where the subject matter of the dispute does not exceed one hundred and fifty thousand Euros (€150,000), the Arbitration may be conducted under a summary procedure, in accordance with the provisions of this Rule 21.
- 21.2. Within fourteen days (14) of the notice of appointment of the Arbitrator, the Claimant shall send a Statement of Claim to the Arbitrator and to any other Party, in which he shall set out with sufficient detail his claims and the events upon which he is relying as well as the remedy he is seeking. Together with the Statement of Claim he shall also submit copies of all the documents which he relies on for his case.



- 21.3. Within fourteen days (14) of receipt of the Statement of Claim, the Respondent shall send a Statement of Defence to the Arbitrator and to the other Party, in which he shall set out in detail the events included in the Statement of Claim, which he admits or rejects as well as all other events and claims which his defence relies on. Together with his Statement of Defence he shall also submit copies of all documents which he relies on for his case. Provided that the Respondent is not required to submit documents which have already been submitted by the Claimant.
- 21.4. There should not be a Counterclaim. If the Respondent wishes to bring a Counterclaim then he may do so under a separate referral which will be tried by the same Arbitrator, unless the Parties agree otherwise.
- 21.5. The hearing (if required) is set no later than ten (10) days from the filing of the pleadings and is completed within three (3) days. Thereafter, the Arbitrator issues his Arbitral Award within twenty-one (21) days.
- 21.6. Provided that within the framework of this Rule 21 the Arbitrator is entitled:
- a. To visit the venue, the construction site or the projects.
  - b. To request any or both Parties to submit additional documents or information in writing.
  - c. To request the Parties to attend a meeting or videoconference to respond to the Arbitrator's questions whether directed at the Parties, or their representatives or their witnesses.
- 21.7. Subject to the specific provisions of this Rule 21, the rest of the Rules apply, mutatis mutandis, to the summary procedure.
- 21.8. The Arbitrator has the discretion to determine a different time period within which the Parties will take any action pursuant to this Rule, always bearing in mind that the Parties have agreed to a summary resolution of their dispute.

## 22. GENERAL MATTERS

- 22.1. The Arbitrator shall have jurisdiction and power to steer the Arbitral proceedings as required to ensure a fair, quick, cost-effective and final resolution of the dispute and accordingly he shall have the power to interpret the provisions of these Rules in a way that will achieve the final resolution of the dispute or disagreement in substance and any procedural rules shall be interpreted and applied to this end.
- 22.2. Bringing an action in a competent Court for the sole purpose of obtaining an interim order or suspending the limitation of actions period shall not be considered a breach of the Arbitration Agreement for the purposes of these Rules.

## 23. APPENDICES

- a. The notice shall be in the Form of **APPENDIX 1**.
- b. The Statement of Acceptance of Appointment from the Arbitrator/Umpire shall be in the Form of **APPENDIX 2**.
- c. The proposed Arbitration clause to be included in various Contracts shall be in the Form of **APPENDIX 3** or as close thereto as possible.
- d. The proposed Referral Agreement shall be in the Form of **APPENDIX 4** or as close thereto as possible.
- e. The application for the appointment of an Arbitrator/Umpire shall be in the form of **APPENDIX 5** or **APPENDIX 6**, accordingly.
- f. The appointment of an Arbitrator/Umpire shall be in the Form of **APPENDIX 7**.
- g. The Arbitration Agreement shall be in the Form of **APPENDIX 8**.

## APPENDIX 1: NOTICE OF ARBITRATION

To: THE CYPRUS SCIENTIFIC AND TECHNICAL CHAMBER,  
8 Kerverou Street, 1016 Nicosia.

Arbitration No. .... / .....

DISPUTE BETWEEN:

NAME:.....

.....Claimant/Claimants

ADDRESS:.....

TEL: ..... FAX: ..... TELEX:.....

EMAIL: .....

AND

NAME:.....

.....Claimant/Claimants

ADDRESS:.....

TEL: ..... FAX: ..... TELEX:.....

EMAIL: .....

The below dispute is referred to Arbitration in accordance with the Arbitration Rules of The Cyprus Scientific and Technical Chamber. The agreement containing an Arbitration clause/Arbitration Agreement is attached (delete as applicable).

You are requested to commence the procedure for the selection of Arbitrator in accordance with the ETEK Arbitration Rules.

Description of Dispute or Disagreement:

.....

.....

I confirm that a copy has been sent by mail to all of the above and that all of the requirements of these Rules for the dispute or disagreement to be referred to Arbitration have been met.

Date of submission: .....Signature:.....

Name of Claimant:.....Signature of Claimant: .....

Submitted on ..... of month ..... of year .....

**APPENDIX 2:  
STATEMENT OF  
ACCEPTANCE OF  
APPOINTMENT  
FROM THE  
ARBITRATOR**

Arbitration No. .... / .....

With reference to the Arbitration Rules of The Cyprus Scientific and Technical Chamber.

DISPUTE BETWEEN:

.....

..... of ..... (the Claimant)

AND

.....

..... of ..... (the Respondent)

**STATEMENT OF ACCEPTANCE OF APPOINTMENT**

I ..... of ..... state the following:

I accept my appointment as Arbitrator/Umpire (delete as applicable) to resolve the above dispute or disagreement. I declare that I do not have any special tie or relationship with any of the parties involved, that no enmity exists between myself and any of the parties involved and that I do not have any kind of connection with or interest in the outcome or the subject matter of the case. I shall conduct the Arbitration applying the Arbitration Rules of The Cyprus Scientific and Technical Chamber.

I shall conduct the Arbitration procedure as swiftly as possible with and shall resolve the dispute with impartiality.

**THE DECLARANT**

Signature.....

Name: .....

Address: .....

.....

.....

Registration No.: .....

To:

1 ..... (Signature)

..... (Claimant) .....

2 ..... (Signature)

..... (Respondent) .....

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## APPENDIX 3: ARBITRATION CLAUSE

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1. Any dispute or disagreement or claim as to or in relation to the interpretation, application or with regard to or as a result of this agreement shall be resolved finally, bindingly and conclusively in accordance with the Arbitration Rules of The Cyprus Scientific and Technical Chamber (by one Arbitrator who shall be appointed by the contracting parties and in the event that they do not agree within seven (7) days of the first notice by one of them, then he shall be appointed by the ETEK Arbitration Service in accordance with the provisions of these Rules) or (by three Arbitrators with each contracting party appointing one arbitrator and the third Arbitrator being appointed by the two other Arbitrators and if they do not agree within seven (7) of from their appointment, then the third Arbitrator shall be appointed by the ETEK Arbitration Service in accordance with the provisions of these Rules).
2. The Arbitration shall be conducted in Nicosia / ..... in the Greek language / .....
3. The interpretation, application and effect of this agreement shall be in accordance with the Laws of Cyprus / .....

**APPENDIX 4:  
AGREEMENT FOR  
REFERRAL TO  
ARBITRATION**

We the undersigned

- (1) .....  
(2) .....  
(3) .....

agree that our Dispute or Disagreement, a brief description of which can be found below, shall be resolved finally, bindingly and conclusively in accordance with the Arbitration Rules of The Cyprus Scientific and Technical Chamber by one Arbitrator ..... / an Arbitrator who shall be appointed by ETEK's President / two Arbitrators Messrs ..... and ..... and an Umpire who shall be appointed by the two Arbitrators or by ETEK's President. Brief description of the Dispute or Disagreement: .....

.....  
Claimant

.....  
Respondent

---

**APPENDIX 5:  
UNILATERAL  
APPLICATION  
FOR THE  
APPOINTMENT OF  
AN ARBITRATOR**

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To: The Secretariat of the Centre for Alternative Methods for Dispute Resolution of ETEK, Nicosia.

...../...../.....

Sirs,

I, the undersigned request that the CAMDR ETEK Service appoint a sole Arbitrator/ Umpire (delete as applicable) under the terms and conditions of the ETEK Arbitration Rules to handle the Dispute or Disagreement mentioned in the Referral no.

..... dated .....

I confirm that the requirements for initiating the Arbitration are met.

THE CLAIMANT

Name .....

Signature..... Date.....

**APPENDIX 6:**  
**JOINT APPLICATION**  
**FOR THE APPOINTMENT**  
**OF AN ARBITRATOR**

To: The Secretariat of the Centre for Alternative Methods for Dispute Resolution of ETEK, Nicosia.

...../...../.....

We, the undersigned request that .....

.....

.....

..... of.....

be appointed by the Secretariat of CAMDR ETEK as Arbitrator(s)/Umpire, under the terms and conditions of the ETEK Arbitration Rules, in relation to the resolution of the Dispute or Disagreement between us that is described in the Referral no.....

..... dated.....

Date

THE CLAIMANT

Name .....

Signature .....

**APPENDIX 7:  
NOTICE OF  
APPOINTMENT OF  
ARBITRATOR  
(Internal  
Document)**

**THE RESPONDENT**

Name .....

Signature .....

Arbitration no. .... / ..... With reference to the Arbitration Rules of  
The Cyprus Scientific and Technical Chamber. And with reference to the Dispute be-  
tween

..... of .....

(the Claimant) AND .....

of ..... (the Respondent)

To the above Parties

Sirs, Referral no. .... dated ..... that was submitted by the  
Claimant and a copy of which is attached hereto has been accepted to be conducted  
by a sole Arbitrator / two Arbitrators and an Umpire appointed by CAMDR ETEK /  
appointed by you (delete as applicable) in accordance with and under the terms and  
conditions of the ETEK Arbitration Rules.

The Arbitrator(s) is/are: .....

.....

The Umpire is: .....

.....

The Arbitrator(s) / Umpire shall communicate with you at the addresses shown in the  
application.

Date .....

Communicated to: .....

.....

Who is/are the appointed Arbitrator(s) / Umpire for the Arbitration referred to above.



**APPENDIX 8:  
ARBITRATION  
AGREEMENT  
(FOR A SOLE  
ARBITRATOR)**

**AGREEMENT** made on this ..... day of the month .....  
of the year .....

**BETWEEN** ..... (hereinafter referred to as «**the**

**Claimant**») on the one part, **AND** ..... (hereinafter referred  
to as «**the Respondent**»), on the other part.

**GIVEN** that there is a previous agreement dated ...../...../..... between  
the Claimant and the Respondent (hereinafter referred to as «**the Assignment  
Agreement**») pursuant to which the Claimant / Respondent undertook to .....

..... in the district of .....

(hereinafter referred to as «**the Works**» or «**the Services**»).

**WHEREAS** clause ..... of the Assignment Agreement provides for the  
referral of a dispute to litigation / arbitration, and

**WHEREAS** the Claimant and the Respondent (hereinafter referred to as «**the Parties**»  
wish to refer the said disputes and disagreements raised, to Arbitration pursuant to  
the Arbitration Law, or the International Commercial Arbitration Law, 101/1987 of the  
Republic as amended (hereinafter referred to as «**the Relevant Law**»), and

**WHEREAS** the Parties have unconditionally accepted the appointment of the person  
named below to act as the sole Arbitrator to resolve the aforementioned disputes or  
disagreements raised.

**FURTHER TO AND PREVAILING OVER ANY RELEVANT PROVISIONS THAT MAY BE  
INCLUDED IN THE ASSIGNMENT AGREEMENT BETWEEN THE PARTIES AND THE  
RESERVATIONS OF THE RELEVANT LAW, THE CONTRACTING PARTIES AGREE AND  
CONCLUDE THE FOLLOWING:**

1. For the purpose of resolving the disputes and disagreements which are mentioned in  
brief in **APPENDIX A** of this agreement (hereinafter referred to as the «contested is-  
sues», a sole Arbitrator is appointed who is named below):

**Arbitrator mutually agreed to by the Claimant and Respondent**

Name: ..... Address: .....

.....

2. Telephone No: ..... Fax No: .....

E-mail: .....

The contested issues shall be heard and tried by the Arbitrator in accordance with  
the applicable Arbitration Rules of The Cyprus Scientific and Technical Chamber, who  
shall issue the relevant Award.

3. During the Arbitration procedure, the Arbitrator shall issue instructions to the Parties  
and shall set a timeframe for the submission of all required documents relating to  
the contested issues, giving the Parties the opportunity to present, defend and rebut  
views and positions in accordance with the Arbitration Rules of The Cyprus Scientific  
and Technical Chamber, and the procedure will generally be conducted in accordance  
with the said Rules on the basis of which the Arbitrator shall also act.

4. (1) The Arbitrator's remuneration is determined as follows:  
Hourly fee: €...../ working hour. (in words ...../ working hour)

Signed by the Parties to this Agreement before witnesses on the date referred to  
above.

**(2) CONTRACTING PARTIES****For or on behalf of the Claimant****For or on behalf of the Respondent**

1. Signature.....1. Signature.....

2. Name .....2. Name .....

3. Capacity .....3. Capacity .....

1. Signature.....1. Signature.....

2. Name .....2. Name .....

3. Capacity .....3. Capacity .....

**In the presence of witnesses**

1. Signature.....

2. Name .....

3. Capacity .....

**In the presence of witnesses**

1. Signature.....

2. Name .....

3. Capacity .....

I further declare that I do not have any special tie or relationship with any of the parties involved, that no enmity exists between myself and any of the parties involved and that I do not have any kind of connection or interest in the outcome or in the subject matter of the case.

Registration No.: .....

Signature: .....  
Date: .....

[illegible]



#### CENTRAL OFFICES

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P.O.Box 21826, 1513 Nicosia

Tel. 22877644

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Email for services for the public: [yemp@etek.org.cy](mailto:yemp@etek.org.cy)