

# DERAINS & GHARAVI

## **Derains & Gharavi Ad Hoc Rules of Arbitration**

Rules in force as of January 31, 2025

## **Derains & Gharavi Ad hoc Rules of Arbitration**

**(In force as of January 31, 2025)**

|   |    |
|---|----|
| <i>Preamble</i> .....   | 3  |
| <i>The Arbitral Tribunal</i> .....                                | 3  |
| <i>The Seat of the Arbitration</i> .....                          | 4  |
| <i>Place of Hearing(s) and Meeting(s)</i> .....                   | 4  |
| <i>The Language(s) of the Arbitration</i> .....                   | 4  |
| <i>Rules applicable to the merits</i> .....                       | 4  |
| <i>Case Management Conferences</i> .....                          | 5  |
| <i>The Initiation of the Arbitration</i> .....                    | 5  |
| <i>The Commencement of the Proceedings</i> .....                  | 5  |
| <i>Scope of the Arbitration</i> .....                             | 6  |
| <i>Communications</i> .....                                       | 6  |
| <i>The first Case Management Conference</i> .....                 | 6  |
| <i>The written phase of the proceedings</i> .....                 | 7  |
| <i>Experts</i> .....  | 8  |
| <i>The second Case Management Conference</i> .....                | 8  |
| <i>Deadlines</i> .....  | 9  |
| <i>Default</i> .....  | 9  |
| <i>Hearing(s)</i> .....   | 10 |
| <i>The Duties of the Arbitral Tribunal</i> .....                  | 10 |
| <i>Challenges</i> .....   | 10 |
| <i>Impact of Death, Resignation or Successful Challenge</i> ..... | 11 |
| <i>Immunity</i> .....   | 11 |
| <i>New Counsel</i> .....  | 11 |
| <i>Interim and Conservatory Measures</i> .....                    | 11 |
| <i>Closure of Proceedings</i> .....                               | 12 |
| <i>Awards</i> .....   | 12 |
| <i>Correction and Interpretation</i> .....                        | 12 |
| <i>Fees and Costs</i> .....                                       | 13 |
| <i>Tribunal Secretary</i> .....                                   | 13 |
| <i>Confidentiality &amp; Data protection</i> .....                | 14 |
| <i>Prevailing Language</i> .....                                  | 14 |

### *Preamble*

The Derains & Gharavi Ad hoc Rules of Arbitration (“**D&G ARA**”) and the standing Tribunal composed thereunder are intended for parties experienced in arbitration and represented by qualified arbitration counsel for the resolution of existing disputes warranted by their size, complexities and/or other features.

The Arbitral Tribunal shall be guided by the principles of quality, integrity, expediency, effectiveness, persuasiveness and interactivity with the parties at all stages, without prejudice and in compliance with due process.

The D&G ARA may be adjusted pursuant to the specifics of each case with the agreement of the parties and/or completed and deadlines thereof adjusted by the Arbitral Tribunal in consultation therewith.

### *The Arbitral Tribunal*

Article 1. The Arbitral Tribunal may be composed of one, two, or three arbitrators for the final and binding resolution of the dispute pursuant to the D&G ARA.

Article 2. The parties may appoint Mr. Yves Derains (national of France) and/or Mr. Hamid Gharavi (national of France/Iran) as arbitrators to form an Arbitral Tribunal composed of one, two, or three members. Should the parties require a three-member Arbitral Tribunal, they may appoint as third arbitrator Ms. Nada Sader (national of France/USA/Lebanon), of the law firm Sader Arbitration, or any other person within the firm Derains & Gharavi, or, subject to the agreement of Messrs. Derains and Gharavi, outside the firm. Any three-member Arbitral Tribunal will be presided by either Mr. Yves Derains or Mr. Hamid Gharavi, as determined by the parties, save if the parties request, and Messrs. Derains and Gharavi agree, that the arbitration be presided by the third arbitrator.

Article 3. The Arbitral Tribunal composed of two arbitrators shall agree on all procedural orders and directions but may disagree on decisions pertaining to issues addressed in any interim or final awards. Should there be such a disagreement, the Arbitral Tribunal shall notify the same to the parties in writing as soon as the disagreement emerges. Within 30 days of such notification, the two arbitrators will appoint, upon consultation with the parties, a president to resolve the issues on which the two arbitrators disagree, and that president shall continue to preside over the arbitration until its conclusion.

Article 4. All procedural orders can be signed and issued by any of the arbitrators on behalf of the Arbitral Tribunal upon review of and consent of all arbitrators to its content, but interim and final awards shall be signed by all arbitrators.

*The Seat of the Arbitration*

Article 5. The seat of the arbitration shall be Paris, France, unless the parties decide, or request the Arbitral Tribunal, to fix it elsewhere.

*Place of Hearing(s) and Meeting(s)*

Article 6. The seat of the arbitration is without prejudice to the right of the Arbitral Tribunal to hold any hearing or meeting elsewhere if deemed appropriate upon consultation with the parties.

*The Language(s) of the Arbitration*

Article 7. The language of the arbitration, including written submissions, hearings, procedural orders and the award(s), shall be English and/or French as agreed by the parties or determined by the Arbitral Tribunal upon the request of any party. Arabic, Farsi, Italian, Portuguese or Spanish may also be used for any written or oral sequence or sequences simultaneously with English and/or French if agreed by the parties or determined by the Arbitral Tribunal upon the request of any party and upon corresponding translations and interpretations being provided for the members of the Arbitral Tribunal and the parties that may not speak any of these further languages. One of these further languages may also be retained as the language of the arbitration in the case of the appointment of a sole arbitrator able to conduct the arbitration in that language.

*Rules applicable to the merits*

Article 8. Unless otherwise agreed by the parties, the Arbitral Tribunal shall not act as *amiable compositeur* nor decide *ex aequo et bono* but apply to the merits of the dispute the contractual provisions, whenever applicable, and any rules of law agreed by the parties or, failing such agreement, as determined by the Arbitral Tribunal as appropriate upon submission from the parties ; the Arbitral Tribunal shall have due regard to trade usages.

*Procedural rules*

Article 9. The Arbitral Tribunal shall apply the procedural rules agreed by the parties and, failing such an agreement, shall determine the same upon consultation with the parties.

Article 10. The Arbitral Tribunal shall take also into consideration possible application of any other procedural law that may be relevant and mandatory for purposes of validity and enforcement of any award as requested by any party, or as deemed appropriate by the Arbitral Tribunal upon consultation with the parties.

#### *Case Management Conferences*

Article 11. Case management conferences (“CMCs” in plural and “CMC” in the singular) shall be deemed material and attended in principle by party representatives and lead counsel.

#### *The Initiation of the Arbitration*

Article 12. The arbitration may be initiated by registered mail (to 25 rue Balzac, 75008, Paris, France) or email addressed to as follows:

- (a) A written application shall be made jointly or separately by each party, to submit the dispute to arbitration under the D&G ARA pursuant to a post-dispute written *ad hoc* consent of the parties, with information on the parties as well as related and/or interested entities for purposes of a conflict check.
  
- (b) With this application, a description of the dispute shall be provided as well as the indication as to whether the arbitration is to be settled by one, two, or three arbitrators, namely both founding partners of Derains & Gharavi and Nada Sader, or someone else within or outside the firm (with particulars of or the nomination process for the same) with the identification of the arbitrator who will serve as the president in the event of three arbitrators, failing which the president shall be appointed amongst and by the three arbitrators.

#### *The Commencement of the Proceedings*

Article 13. The arbitration shall officially commence on the date of receipt by the parties of all of the following written communications (“Commencement Date”):

- The application(s) under article 12;
- The confirmation by the arbitrator(s) of the absence of conflict;
- A statement of impartiality and independence of the arbitrator(s);
- A declaration of consent of the parties in case of any disclosure;
- An agreement on the fees of the Arbitral Tribunal and the receipt by the Arbitral Tribunal of the first deposit or installment under Article 55; and

- The acceptance of the mission by the arbitrator(s).

Article 14. Within 30 days of the Commencement Date, the parties shall file jointly or separately a written submission containing their contact details and of their duly appointed representatives with the corresponding power of attorneys and a description of the dispute, claims/counterclaims and defenses, not exceeding in principle 10 pages, a statement of undisputed facts, and on a without prejudice basis, the indication of the number of anticipated witness and expert statements and the procedural calendar jointly agreed or respectively proposed, including in relation to any jurisdictional objections, bifurcations, preliminary issues and interim or provisional measures.

#### *Scope of the Arbitration*

Article 15. There shall be no new claims nor any jurisdictional or admissibility defenses submitted after the joint or separate submissions provided in Article 14 unless it has been agreed otherwise by the parties or authorized by the Arbitral Tribunal upon consultation with the parties with due regard to the circumstances prevailing at the time, including the nature of the claim and the stage of the arbitration.

#### *Communications*

Article 16. The constitution of a secured electronic platform for the filing of the written submissions, witness statements, expert reports and exhibits, as well as the constitution of instant messaging and voice over an IP platform for Arbitral Tribunal members and lead counsels for urgent motions and directions shall be considered, and possibly agreed or otherwise determined by the Arbitral Tribunal if deemed appropriate, by the time of or at the first CMC, or shortly thereafter, in consultation with the parties.

#### *The first Case Management Conference*

Article 17. Within 20 days of the written submissions set out in Article 14, a first CMC shall be held by video-conference, or if requested by the parties or the Arbitral Tribunal, in person, prior to which an agenda will be circulated by the Arbitral Tribunal, to establish the procedural sequences, calendar and ground rules for the conduct of the arbitration, and to set the dates for the second CMC and, be it provisionally, any evidentiary hearing(s).

Article 18. During the first CMC, the Arbitral Tribunal, at the request of any party or upon its own initiative, will discuss with the parties whether the proceedings should be bifurcated on jurisdictional, admissibility, merits and/or damages.

Article 19. A Procedural Order shall be issued promptly upon conclusion of the first CMC, establishing by agreement or decision of the Arbitral Tribunal the sequences, calendar and the ground rules of the arbitration.

*The written phase of the proceedings*

Article 20. Unless otherwise agreed by the parties, the written phase of the proceedings shall consist of one (namely Statement of Claim and the Statement of Defense) or more rounds of further consecutive and/or simultaneous submissions as determined by the Arbitral Tribunal depending on the specifics of each case upon consultation with the parties.

Article 21. Unless otherwise agreed by the parties or directed by the Arbitral Tribunal, the submission of the Statement of Claim shall be filed within 30 days of the first CMC and the Statement of Defense (and counterclaim(s) if any) not later than 3 months from the filing of the Statement of Claim. Thereafter, the Reply and Rejoinder (if any) shall be filed, unless otherwise agreed by the parties or directed by the Arbitral Tribunal, within three and two-month intervals respectively, with the one-month additional time for the Reply, provided that document production does not run in parallel to the proceedings but is scheduled to occur after the Statement of Defense (and counterclaim(s) if any) during which progress should be made in the preparation of the Reply.

Article 22. Unless otherwise agreed by the parties or directed by the Arbitral Tribunal, the Statement of Claim and Statement of Defense (and counterclaim(s) if applicable) shall not exceed 100 pages, and any Reply and Rejoinder shall not exceed 50 pages with the page limitations excluding witness statements and expert reports.

Article 23. The parties are requested to cooperate and allow production of documents that are uncontroversial to occur in parallel to the preparation of the Statement of Claim and Statement of Defense and at all stages to ensure time and cost savings and to limit or avoid a separate and stand-alone document production phase.

Article 24. Only witness statements and expert reports that are deemed material by the submitting party shall be filed. Unless otherwise agreed by the parties or directed by the Arbitral

Tribunal, they shall be limited to 20 and 40 pages, respectively for the first round, and to 10 and 20 pages, for the second round.

Article 25. The initiating party is expected, unless it requests not to do it and is authorized by the Arbitral Tribunal upon justification, to disclose at the earliest and in any event not later than the First CMC the number, the identity and the scope of the witnesses and experts it anticipates submitting with its Statement of Claim so as to allow the procedural sequences/calendar to be scheduled and Respondent's defense to be organized effectively in the interest of the parties.

Article 26. Unless otherwise agreed by the parties, the Arbitral Tribunal shall determine whether the witness statements and expert reports shall be filed sequentially or simultaneously and at which stage.

#### *Experts*

Article 27. The Arbitral Tribunal may decide at its own initiative or upon request of any Party, and upon consultation of all parties, to appoint one or more experts and define corresponding terms of reference to issue written reports and provide corresponding testimonies, the parties being afforded an opportunity to comment on any report and question any expert.

#### *The second Case Management Conference*

Article 28. Within 30 days after submission by each party, pursuant to the provisional procedural calendar adopted at the First CMC, of the Statement of Claim and the Statement of Defense (and counterclaim(s) if any) or anytime earlier if appropriate, the Arbitral Tribunal will issue a preliminary report ("Preliminary Report") that will include:

- (a) A summary of the dispute;
- (b) A non-exhaustive list of the non-disputed main facts; and
- (c) A non-exhaustive list of legal issues to be settled.

Article 29. The parties will have 10 days to comment on this provisional report upon which, the Arbitral Tribunal shall hold with the parties, in person or by videoconference, a Second Case Management Conference ("Second CMC") where the Preliminary Report will be discussed with the parties and the subsequent steps of the procedure will be determined, in particular:

- (a) whether a separate and stand-alone phase of production of documents is necessary,

- (b) the number and length of future written submissions;
- (c) the need and scope for new or rebuttal witness statements and expert reports;
- (d) the need and scope of any experts that the Arbitral Tribunal contemplates instructing;  
and
- (e) the need and scope for one or more hearings.

Article 30. Unless otherwise agreed by the parties, the Arbitral Tribunal may during the Second CMC or at any time thereafter give, on the record, their provisional assessment on any issues in dispute and/or guidelines on further written and oral submissions on any issue in dispute based on the materials at the time in their possession, so as to assist the parties by allowing them the opportunity to consider withdrawing, amending and/or substantiating further one or more issues without prejudice nor interference with the adversarial nature of the proceedings and in compliance with due process.

Article 31. Unless otherwise agreed by the parties, the Arbitral Tribunal may during the Second CMC or at any time thereafter suggest, on the record, to the parties to consider mediating part or all of their dispute in parallel to the arbitration.

Article 32. Within in principle 5 days of the Second CMC, the Arbitral Tribunal will issue the final procedural calendar in consideration of the position of the parties.

#### *Deadlines*

Article 33. The periods of time shall start to run as prescribed under the D&G ARA or, when fixed by the Arbitral Tribunal, on the day following the date of their communication. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time is an official holiday or a non-business day in the country of the party which must respect the time limit, the period of time is extended until the end of the first following business day.

Article 34. The Arbitral Tribunal may modify any submission and hearing dates of its own motion or upon the request of any party upon consultation of all parties.

#### *Default*

Article 35. The arbitration shall proceed even if one of the parties fails or refuses to take part at any stage in the proceedings.

### *Hearing(s)*

Article 36. Unless agreed otherwise by the parties, there shall be a hearing on jurisdiction, admissibility, merits, damages or on any preliminary point or separate hearings depending on whether the proceedings are bifurcated for any of these issues. Such hearing(s) shall be limited to addressing and/or clarifying material issues and to the possible examination of witnesses and/or experts without undue repetition of the written submissions.

Article 37. The Arbitral Tribunal may decide at its own initiative or upon request of any party, and upon consultation of all parties, to hear or to re-hear at any hearing any experts appointed by the Arbitral Tribunal or the parties as well as any person, whether or not the person has provided a witness testimony.

### *The Duties of the Arbitral Tribunal*

Article 38. Each arbitrator shall be impartial and independent and shall have the continuous duty to disclose any existing or emerging facts or circumstances that could raise doubts as to the same in the eyes of the parties throughout the arbitration, promptly for the parties to object or comment on the same where possible before the facts or circumstances materialize.

Article 39. The parties may agree at any stage on a specific institution or authority to decide on any challenges of any arbitrator or of the Arbitral Tribunal, failing which the challenge shall be brought and decided by the competent judicial authorities at the place of the arbitration.

Article 40. The Arbitral Tribunal shall fulfill its mission until the end and none of its members shall resign unless there is a payment default or feel threatened or intimidated or for a motive of force majeure.

### *Challenges*

Article 41. Challenges to the impartiality and independence of any member of the Arbitral Tribunal and due process or other objections should be raised by the parties promptly upon the occurrences of and/or knowledge of the underlying facts or events and remedial measures, if any, proposed where possible.

Article 42. Unless agreed by the parties or decided by the Arbitral Tribunal, the proceedings shall not be suspended in the event of a challenge of any arbitrator or the Arbitral Tribunal.

### *Impact of Death, Resignation or Successful Challenge*

Article 43. The death, the resignation of or successful challenge to an arbitrator shall end the proceedings unless all parties agree on a successor or means of nomination of the same or allow the remaining arbitrator(s) to decide alone or unless any of the parties requests, within 30 days of the knowledge of one of these three occurrences, the competent authority at the place of the arbitration to appoint a successor.

### *Immunity*

Article 44. The arbitrators shall not be liable for any act or omission in connection with the arbitration unless they are shown to have caused damage by conscious and deliberate wrongdoing.

### *New Counsel*

Article 45. Once the Arbitral Tribunal is constituted, to avoid conflict of interests, the parties may introduce additional or replacement counsel only upon application and consent of the Arbitral Tribunal, upon consultation with the parties

### *Interim and Conservatory Measures*

Article 46. The Arbitral Tribunal may once constituted take upon consultation of the parties any measure it deems necessary or suggested by any of the parties to protect the integrity, including the confidentiality, of the proceedings, and/or to ensure its effectiveness.

Article 47. The Arbitral Tribunal once constituted, at the request of any party and upon consultation with the parties, may order any interim or conservatory measures it deems appropriate, and if required, subject to any material and/or non-material security, in the form of a reasoned order or interim award. Save otherwise agreed by the parties, the Arbitral Tribunal may also order, at the request of any party, any “provisional interim” or “conservatory measures” it deems appropriate in the form of an *ex parte* order without consultation with the other party or parties and without reasoning if exceptional circumstances so justify, subject to thereafter hearing the parties promptly on the interim and conservatory measures at issue.

Article 48. The parties may apply at any stage during the arbitration for interim or provisional measures, whether or not in aid of the interim and provisional measures ordered by the Arbitral Tribunal, before any competent judicial authority, subject to informing the Arbitral Tribunal promptly of the same without infringement on the arbitration process.

### *Closure of Proceedings*

Article 49. The Arbitral Tribunal shall declare the proceedings closed promptly after the hearing or, if applicable, after post-hearing submissions, upon which the parties may no longer file any applications unless requested by, or leave is sought and obtained from the Arbitral Tribunal.

### *Awards*

Article 50. The Arbitral Tribunal shall render any award within 45 days of the hearing or any last post-hearing submission(s) or responses to any substantive questions put by the Arbitral Tribunal. The Arbitral Tribunal may extend this deadline only once, and up to 45 days, save when a president is or is to be appointed by a two-member Arbitral Tribunal pursuant to Article 3, in which case there may be two further extensions of 45 days each.

Article 51. The Arbitral Tribunal may, at the request of the parties, issue first the dispositive section of the award, if justified under the circumstances then prevailing, and issue the reasoned award within the remaining 45 days.

Article 52. The final award may summarize the procedural occurrences and the parties' position only to the extent required for decision making or otherwise required under applicable or relevant legislation to ensure its validity, and by *renvoi* to the written and oral pleadings without undue reproduction. The Arbitral Tribunal shall do so in full observance of due process and by employing its efforts to produce a persuasive and quality analysis and award.

### *Correction and Interpretation*

Article 53. The Arbitral Tribunal may correct, at its own initiative or upon the request of any party within 30 days of the receipt of the interim or final award, a clerical, computational or typographical error or any errors of similar nature contained therein. Any party may also request the Arbitral Tribunal within the same time frame to interpret the interim or final award or to decide on any claim that has been omitted in the interim or final award, in which case the Arbitral Tribunal will schedule an expedited briefing, so as to decide on the same, if necessary, in the form of an additional award.

### *Fees and Costs*

Article 54. Fees and expenses of the arbitration are equally shared by the parties, save agreed otherwise. Unless agreed otherwise by the parties and the Arbitral Tribunal, the fees of the arbitrators shall be invoiced and paid pursuant to the time spent.

Article 55. The fees and expenses of the Arbitral Tribunal shall be paid via deposit(s) and/or installments to be determined by the Arbitral Tribunal upon consultation with the parties, including a first deposit or installment to be paid at the outset. In the event of the payment default by one party, the Arbitral Tribunal may suspend the proceedings and/or invite the other party or parties to substitute payment if the default were to not be cured within 30 days of the notification of its occurrence and ultimately terminate the proceedings if the default were to not be cured within 3 months of the same by the parties from the date of its occurrence. The deposits and/or the instalments shall be paid in Euros unless the Arbitral Tribunal decides to accept any other currency, including exceptionally cryptocurrencies, if justified by the circumstances, at the request of a party and upon due diligence and consultation of all other parties and any relevant authorities.

Article 56. Expenses of the Arbitral Tribunal shall in principle be limited to travel/lodging (if any) and courier services.

Article 57. Third party expenses deemed necessary by the Arbitral Tribunal, upon consultation with the parties, for the conduct of the arbitration, including the costs of renting hearing and conferences rooms, shall be paid directly by the parties.

Article 58. The Arbitral Tribunal will donate or employ part of the proceeds collected to support athletes and/or recognized charitable organizations that promote emancipation and integration by sports.

### *Tribunal Secretary*

Article 59. The Arbitral Tribunal may appoint, at any stage of the proceedings, upon consultation with the parties, an associate of the firm Derains & Gharavi to act as secretary of the Arbitral Tribunal. The secretary shall be bound by the same duties of impartiality, independence, and confidentiality as the arbitrators with prerogatives limited to administrative and logistical tasks and to serving as drafting clerk without any contribution to the decisions. No fees shall be charged by or for the services of the secretary but only expenses limited to travel/lodging (if any).

*Confidentiality & Data protection*

Article 60. Unless agreed otherwise by the parties or decided otherwise by the Arbitral Tribunal at its own initiative or upon the request of any party, upon consultation with the parties or save as and to the extent required within the context of judicial proceedings, the arbitration, including its existence, all written and oral submissions and record, shall be confidential throughout the duration and at all times thereafter.

Article 61. The parties, the arbitrators(s), and any individuals participating in the arbitration shall comply with all applicable data protection laws and regulations. Personal data shall only be collected and used for the purposes of the arbitration and shall be limited to what is necessary for the effective conduct of the arbitration process. Personal data shall be retained only for as long as necessary for the purposes of the arbitration. Data subjects shall have the right to access, rectify, or erase their personal data, as well as other rights granted under applicable data protection laws.

*Prevailing Language*

Article 62. In the event of any conflict of interpretation between these rules and any translation, the original English version shall prevail.