



Administrative Committee

Arbitration Rules of the Patent Mediation and Arbitration Centre

Luxembourg, 10 April 2026

EXPLANATORY NOTE

Under Article 35 of the Agreement on a Unified Patent Court (hereinafter referred to as “UPCA”), a Patent Mediation and Arbitration Centre (hereinafter referred to as “PMAC”) is established to provide facilities for mediation and arbitration of patent disputes falling within the scope of the UPCA. The Centre shall establish Mediation and Arbitration Rules (Article 35 (3)).

According to Rule 5 (2) of the Rules of Operation of the Mediation and Arbitration Centre, the objective of the Centre is to provide mediation and arbitration rules, fee schedules and model clauses for use in mediation and arbitration and other regulations.

The draft decision submitted in this document contains a proposal for Arbitration Rules. The initial draft of the Arbitration Rules was prepared in 2016. It underwent substantial revision by the Expert Committee, based on benchmarking against best practices of comparable institutions. Following this review, the draft Arbitration Rules were submitted to a public consultation process and subsequently amended on the basis of the feedback received.

The proposal has been prepared by the Expert Committee. The Arbitration Rules have been presented to and discussed by the Expert Committee and its Working Group on various occasions and received approval at the meeting of the Expert Committee. The proposal was reviewed by the Advisory Committee and discussed at the meeting of the Administrative Committee held on 4 November 2025. The outcome of this process has been included in this document.

**DECISION OF THE ADMINISTRATIVE COMMITTEE OF 24 APRIL 2026
ON THE ARBITRATION RULES OF THE PATENT MEDIATION AND ARBITRATION CENTRE**

THE ADMINISTRATIVE COMMITTEE

HAVING REGARD to the Agreement on a Unified Patent Court and in particular Article 35 thereof;

HAVING REGARD to the Rules of Operation of the Mediation and Arbitration Centre and in particular Rule 5 (2) thereof;

HAVING REGARD to the approval of the Expert Committee on 9 January 2026;

HAS ADOPTED THE FOLLOWING REGULATION:

Arbitration Rules of the Patent Mediation and Arbitration Centre

SECTION 1

GENERAL PROVISIONS

Article 1

Definitions

- "ADR" means any facilitative, advisory, evaluative, adjudicative or other appropriate alternative dispute resolution proceedings as offered by the Centre;
- "Arbitration" means a legal process according to these Rules in which parties to a dispute agree to refer the dispute to a tribunal of one or more independent and impartial arbitrators chosen by or on behalf of the parties;
- "Arbitration Agreement" means an agreement by the parties to submit to arbitration under the Arbitration Rules of the Centre all or certain disputes which have arisen or which may arise between them; an Arbitration Agreement may be in the form of an arbitration clause in a contract or in the form of a separate contract;
- "Arbitrator" means a neutral, impartial and independent person appointed under the Rules of Arbitration of the Patent Mediation and Arbitration Centre who conducts Proceedings;

- "Centre" means the Patent Mediation and Arbitration Centre;
- "Claimant" means any party wishing to have recourse to arbitration under the Rules;
- "CCMS" means the electronic case management system of the Centre;
- "Code of Conduct" means the Code of Conduct for Arbitrators at the Centre;
- "Emergency Arbitrator" is an Arbitrator appointed under Article 25(4) of these Rules;
- "Emergency Decision" is any decision, order or award made by an Emergency Arbitrator;
- "Expert Committee" means the Expert Committee of the Centre, appointed by the Administrative Committee under Rule 12(14) of the Rules of Operation of the Mediation and Arbitration Centre;
- "Expedited Procedure in Arbitration" in the context of Arbitration Proceedings under these Rules means arbitration carried out in accordance with the expedited procedure set out in Article 39 of these Rules;
- "Fee Schedule" means the Centre's Fee Schedule on Arbitration in force on the date of filing of the Request;
- "FRAND" as used herein means fair, reasonable and non-discriminatory terms and conditions of a license for a Standard Essential Patent (an SEP), including any other variation of a licensing undertaking made in the context of Standard development activities. The term FRAND as used herein shall include RAND, i.e. reasonable and non-discriminatory terms and conditions of a license for an SEP;
- "FRAND Dispute" as used herein means a dispute involving an SEP and/or a patent alleged to be Standard essential that is to be licensed under FRAND terms and conditions, including any Related Disputes;
- "Neutral" means any impartial and independent person accredited or approved under any of the applicable rules of the PMAC who assists parties in reaching a dispute resolution in the context of ADR proceedings under these Rules or under the Mediation Rules or the Expert Determination Rules of the Centre;
- "Proceedings" means arbitration proceedings under these Rules;
- "Related Disputes" means disputes involving other patents or patent applications, or portfolios of the same, whether or not the patent rights in question are European patents, European patents with unitary effect or supplementary protection certificates or any other intellectual property or commercial disputes,

provided that there is a factual, legal or commercial nexus with an actual or contemplated dispute concerning a European patent, a European patent with unitary effect, or a supplementary protection certificate for which the UPC is wholly or in part competent;

- "Request" means the request for arbitration under these Rules;
- "Respondent" means the party or parties against whom the arbitration is initiated, as named in the Request;
- "Response" means a response to the Request for Arbitration;
- "RoP" means the Rules of Procedure of the UPC;
- "Rules" means the rules of arbitration of the Centre;
- "Standard" as used herein means a technical specification or set of rules that provides requirements, specifications, guidelines or characteristics for products, processes, interfaces and services, with the object of enabling interoperability and compatibility between different products and services;
- "Standard Essential Patent" or "SEP" as used herein means a patent that includes one or more patent claims the practice of which is required or asserted to be required for compliance with a Standard;
- "Tribunal" means the Arbitration tribunal;
- "UPC" means the Unified Patent Court;
- "UPCA" means the Agreement on a Unified Patent Court.

Unless expressly stated, words in the singular include the plural and vice versa.

Article 2

The scope of application

1. The Arbitration service of the Centre offers support in the resolution of disputes relating to European patents, European patents with unitary effect and supplementary protection certificates for which the UPC is competent pursuant to Article 32 of the UPCA, and Related Disputes.
2. The Centre is the only body authorized to administer proceedings under these Rules.

3. Where an Arbitration Agreement provides for Arbitration under the Rules, the present Rules shall be deemed to form part of the Arbitration Agreement. Unless the parties have agreed otherwise, the Rules as in effect on the date of commencement of the Arbitration shall apply.

Article 3

Communications, service and calculation of time periods

1. Any notice or other communication that is permitted or required under these Rules shall be in writing.
2. A Request for Proceedings in accordance with Article 7 of these Rules shall be delivered by the Claimant to the other party or parties according to the methods provided for in Regulation (EU) 2020/1784 or other methods of written or electronic communication agreed upon by the parties, including email and/or delivery via the CCMS. Where necessary, proof of receipt must be provided.
3. Notices or other communications filed subsequent to the Request shall be lodged and delivered using the CCMS. Parties shall make use of the official forms when available online. The receipt of documents shall be confirmed by the automatic issue of an electronic receipt, which shall indicate the date and local time of receipt.
4. All electronic communications that take place outside of the CCMS shall be made to the last valid electronic address of a party or its representative, as notified by the party or parties concerned.
5. For the purpose of determining the date of commencement of a time limit, a notice or other communication shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2 and 3 of this Article.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day on which a notice or other communication is deemed to have been received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
7. For the purpose of determining compliance with a time limit, a notice or other communication shall be deemed to have been sent, made or transmitted if it is delivered, in accordance with paragraph 3 of this Article, prior to or on the day of the expiration of the time limit.
8. A digital copy of any notification or communication from the Tribunal to the parties shall be sent to the Centre.

9. Where it is not possible to lodge a document electronically because the CCMS has ceased to function, a party may lodge a document in hard-copy form at the Centre. An electronic copy of the document shall be lodged in the CCMS as soon as practicable thereafter.

Article 4

ADR information session

1. Any party may file a notice applying for an ADR information session.
2. The notice shall be submitted to the Centre by means of the CCMS in accordance with Article 3 of the Rules
3. If the notice is not submitted to the Centre by all the parties jointly, the Centre shall invite the other party or parties to participate in the ADR information session and allow them 15 calendar days from receipt of the Centre's letter to respond through the CCMS to the invitation.
4. If all the parties to a dispute agree to attend the ADR information session, the Centre will select an accredited Neutral to conduct an ADR information session. The Centre will schedule the session at a time designated by the Centre, following consultation with the parties, where appropriate their counsel, and the selected Neutral.
5. The purpose of the ADR information session is not to reach a settlement of the case in dispute, but for parties to receive information concerning the ADR possibilities offered by the Centre, and where possible to agree on an appropriate ADR procedure to be followed for the dispute in question. The ADR information session shall be conducted by the Neutral in the presence of the parties and/or their representative(s) having the authority to negotiate and conclude a Mediation or Arbitration Agreement or a Settlement Agreement.
6. The ADR information session shall be confidential, free of charge for the parties, and conducted by videoconference or other online tools which allow parties and the Neutral to meet, and which permit the authority of the participants according to paragraph 5 above to be verified.
7. During or after the ADR information session the parties may agree to refer their dispute to appropriate ADR proceedings. They may provide their written consent to the appointment of the person who conducted the ADR information session to act as a Neutral for their dispute.
8. With the agreement of the parties, the accredited neutral may be appointed as Arbitrator by the Centre according to Articles 9 and 10, and Proceedings may be commenced.

SECTION 2

ACCESS TO ARBITRATION AT THE CENTRE

Article 5

Information on arbitration and other forms of ADR provided by the UPC

1. Parties to litigation at the UPC will be provided with information concerning ADR proceedings administered by the Centre, with an invitation to consider ADR as a means of settling their dispute. As a result of such a proposal, and/or as a result of an ADR information session in accordance with Article 4, parties may elect to submit their dispute to Arbitration.
2. Alternatively, irrespective of whether litigation is pending before the UPC, and irrespective of whether an ADR information session has been held, parties may elect to submit their dispute to Arbitration.

Article 6

Interaction of proceedings between the UPC and the Centre

1. If all the parties to pending litigation at the UPC agree to attend the ADR information session, the Centre will inform the UPC of that fact.
2. If the UPC orders a stay of litigation proceedings upon joint request by the parties in view of the referral of their dispute to ADR proceedings provided by the Centre, the Centre shall, upon termination of the ADR Proceedings, or upon written request by the UPC submitted through the CCMS, inform the UPC that the ADR Proceedings have terminated.

Article 7

The Request

1. A Request delivered in accordance with Article 3 shall be signed and submitted through the CCMS to the Centre in an official language of the Centre. A Request may be filed jointly by the parties to a dispute, or by one of the parties to a dispute with the express consent of the other party or of the other parties in cases of multiple participants to a dispute, or by one or more of the parties to an Arbitration Agreement providing for Arbitration under these Rules, with or without the consent of the other parties to the Arbitration Agreement.
2. The Request shall include the following:

- (i) the names in full, addresses, telephone numbers, e-mail addresses and any other contact details of the parties and their representatives;
 - (ii) a succinct summary of the facts giving rise to the dispute, including an indication of the preferred administrative language, the intellectual property rights involved and the nature of any technology involved, and, if possible, an estimated assessment of the value of the dispute;
 - (iii) where appropriate, the UPC case number, or alternatively an indication that litigation is not currently pending before the UPC;
 - (iv) a copy of any relevant agreement, including the Arbitration Agreement or any applicable legal provision that mandates Arbitration under these Rules, and/or evidence of the consent or submission of the other party or parties to Arbitration under these Rules;
 - (v) a statement of the relief sought and an indication of the amount claimed;
 - (vi) any observations or proposals concerning the number of Arbitrators and their choice in accordance with Articles 10 and 11, and any nomination of an Arbitrator required thereby;
 - (vii) any observations or proposals as to the applicable law together with the seat and language of the Arbitration.
 - (viii) if the dispute solely pertains to determining the *quantum* of damages, royalties, or any other amount legally due, a summary of the facts relied upon and the underlying economic rationale.
3. The Claimant may attach to the Request any relevant document. Where a document relied upon or referred to in the Request is not in one of the official languages of the Centre, the Centre may require that a translation of the document be provided in an official language of the Centre.
 4. If the Claimant fails to comply with the requirements of paragraph 3 or 4 above, the Centre may set a short time limit within which the Claimant must complete the Request. If the Request is not completed within the time limit, the Claimant shall be deemed to have withdrawn the Request, without prejudice to its right to submit another Request at a later date.
 5. Together with the Request, the Claimant shall pay the Registration fee as well as the provisional advance on the Arbitrator's cost in accordance with the Fee Schedule. In the event that the Claimant fails to comply with either of these requirements, the Centre may set a time limit, which may be subject to reasonable extension, within which the Claimant must comply. If payment is not made within the term, the Claimant

shall be deemed to have withdrawn its Request without prejudice to its right to reintroduce the same claim or claims at a later date in another Request.

6. The Registration fee as indicated in the Fee Schedule shall not be refundable.
7. The Centre shall notify the Claimant and the Respondent(s) of the receipt of the Request through the CCMS with the indication of the date of the receipt hereof.
8. The date of commencement of an Arbitration shall, for all purposes, be the date of receipt of the Request by the Centre.
9. The Centre shall inform the parties through the CCMS of the Request including any annexed documents to the Respondent for its Response to the Request once the Centre has received the required Registration fee.

Article 8

The Response

1. Within 30 days of the receipt of the Request in accordance with Article 7 paragraphs 1 and 2, the Respondent(s) shall submit through the CCMS to the Centre and to the Claimant a Response in an official language of the Centre. The Response shall contain the following particulars:
 - (i) the name in full, address, telephone numbers and email addresses of the parties and their representatives;
 - (ii) any objections to and alternative proposal or proposals for the proposed language of Proceedings;
 - (iii) any objections to Proceedings taking place, including any objections concerning the applicability of any Arbitration Agreement, or the legal or contractual provisions which are said to mandate Arbitration under these Rules, or concerning the evidence of the consent or submission of parties to Arbitration under these Rules, on which the Claimant relies;
 - (iv) any objections concerning the jurisdiction of the Tribunal;
 - (v) a response to the facts giving rise to the dispute and the relief sought;
 - (vi) observations and/or proposals concerning the number of Arbitrators and the choice having regard to the Claimant's proposals and, where appropriate, any nomination of an Arbitrator in accordance with Articles 10 and 11 below;

- (vii) observations and/or proposals as to the applicable law and the seat of the Arbitration.
- 2. The Respondent may include with the Response any relevant document on which it seeks to rely. Where documents relied upon or referred to in the Response are not in one of the official languages of the Centre, the Centre may require that a translation of the document(s) be provided in an official language of the Centre.
- 3. If the Respondent fails to comply with either of the requirements under paragraphs 1 or 2 above, the Centre may set a short time limit within which the Respondent must complete the Response.
- 4. The Respondent may submit with the Response any counterclaim or claim for a set-off over which the Tribunal has jurisdiction. The provisions of Article 7, including the provisions governing the non-refundable Registration fee, shall apply *mutatis mutandis*.
- 5. Within 30 days from the date of receipt of Response containing a counterclaim or claim for a set-off, the Claimant shall submit a reply to the counterclaim or set-off through the CCMS. The reply shall contain the Claimant's response to the counterclaim or set-off.
- 6. In exceptional circumstances, upon a reasoned request, the Centre may grant an extension of time for the time limits set out in paragraphs 1 and 5 above.

SECTION 3

THE TRIBUNAL

Article 9

General Provisions

- 1. Each Arbitrator appointed under these Rules shall by accepting appointment be deemed to undertake to maintain impartiality and independence from the parties, their representatives, witnesses and/or any experts involved in the Arbitration throughout the Arbitration. Arbitrators shall at all times be bound by the Code of Conduct, and in particular Principle 5 of the Code of Conduct.
- 2. Prior to appointment or confirmation, an Arbitrator shall sign a statement of acceptance, availability, impartiality and independence.
- 3. Each Arbitrator shall inform the Centre in writing, prior to appointment or confirmation, of any facts or circumstances which may give rise to doubts as to his or her impartiality, independence or availability. If such facts or circumstances arise subsequently or become known to him or her subsequently, the

Arbitrator shall be required to inform the Centre thereof without delay. The Centre shall provide this information to the parties and to the other Arbitrators, if any, each of whom may, within a time limit set by the Centre, comment on the matters raised.

4. If the Centre is required to appoint an Arbitrator under these Rules, it must use its best endeavours to ensure the appointment of an Arbitrator who is duly qualified, independent and impartial.
5. The Centre will maintain a list of Arbitrators, from which the parties may choose. In addition to the Arbitrators on the list maintained by the Centre, parties may propose Arbitrators for approval by the Centre, in accordance with Articles 10 and 11 below.
6. Unless otherwise agreed by the parties, and if the Tribunal has not been established pursuant to the procedure agreed by the parties within the agreed period of time or, in the absence of such an agreed period of time, within 60 days after the commencement of the Arbitration, the Tribunal shall be constituted in accordance with the provisions of Articles 10 and 11 below.
7. The Tribunal may, after consulting the parties, appoint a secretary. Secretaries must satisfy the same independence and impartiality requirements as those which apply to Arbitrators. Any fees charged by, or expenses reimbursed to, a secretary shall form a part of the Arbitration costs determined by the Tribunal.
8. The Tribunal must ensure throughout the Proceedings that the parties are treated equally and fairly, and that the right to be heard is respected.

Article 10

Composition of the Tribunal

1. All disputes are to be decided by a Tribunal comprising a sole Arbitrator or three Arbitrators, nominated by the parties and confirmed by the Centre, or appointed by the Centre.
2. Where the parties have not agreed on the number of Arbitrators, the Tribunal shall normally consist of a sole Arbitrator. The Centre may, however, having regard to the complexity and the value of the dispute, or to other relevant circumstances, decide that the Tribunal shall consist of three Arbitrators.
3. In disputes involving a sole Arbitrator, either based on parties' agreement or on the application of paragraph 2, the following shall apply to the nomination process:
 - (i) The parties may, by agreement, nominate the sole Arbitrator for confirmation by the Centre;

- (ii) If the parties fail to nominate a sole Arbitrator within 15 days from the date when the Response according to Article 8 has been received by the other party or parties, or within such additional time as may be allowed by the Centre, the sole Arbitrator shall be appointed by the Centre in accordance with paragraphs a) to c) below:
 - (a) The Centre shall communicate to the parties an identical list containing at least three names of potential Arbitrators;
 - (b) Within 15 days after receipt of that list, each party may send it back to the Centre after having deleted the name or the names which it rejects and numbered the remaining names in order of preference; any party failing to return a marked list within that period of time shall be deemed to have assented to all candidates appearing on the list;
 - (c) At the expiration of the period of time under (b), the Centre shall, taking into account the preferences and objections expressed by the parties, appoint a person from the list as sole Arbitrator;
 - (iii) If the appointment cannot be made according to the procedure specified in paragraph 3(ii), the appointment of the Arbitrator will be left to the discretion of the Centre.
4. In disputes requiring, under an Arbitration Agreement between the parties, three Arbitrators, or in cases where the Centre has determined, in accordance with paragraph 2 above, that the Tribunal shall consist of three Arbitrators, the parties may agree on the nomination of the three Arbitrators for confirmation by the Centre.
5. In disputes requiring, under an Arbitration Agreement between the parties, three Arbitrators, where there is no agreement between the parties concerning the nomination of the Arbitrators, the following shall apply:
- (i) Each party shall nominate one Arbitrator for confirmation by the Centre in the Request and the Response;
 - (ii) Should a party or parties fail to nominate an Arbitrator under Article 7(3)(vi) or Article 8(1)(vi), the Centre will appoint the Arbitrator(s) in accordance with the provisions of paragraph 3(ii) and (iii), *mutatis mutandis*;
 - (iii) Where two Arbitrators have been nominated by the parties and have had their appointment confirmed by the Centre, or have been appointed by the Centre, the Arbitrators shall, following

consultation with the parties, within 20 days of the appointment of the second Arbitrator, nominate a third Arbitrator who shall, upon confirmation by the Centre, be the presiding Arbitrator of the Tribunal.

- (iv) If within 30 days after the confirmation by the Centre of the nomination by the parties, or the appointment by the Centre, of the two Arbitrators, they have not agreed on the choice of the presiding Arbitrator, the presiding Arbitrator shall be appointed by the Centre in accordance with the provisions of paragraph 3(ii) and (iii), *mutatis mutandis*.
6. In disputes in which the Centre has determined, under paragraph 2, that three Arbitrators are to be appointed, the following shall apply:
- (i) The Claimant shall nominate an Arbitrator for confirmation by the Centre within a period of 20 days from the receipt of the notification of the decision of the Centre, and the Respondent shall nominate an Arbitrator for confirmation by the Centre within a period of 20 days from the receipt of the notification of the nomination made by the Claimant.
 - (ii) Should a party or parties fail to nominate an Arbitrator within the given time limits, the Centre shall appoint the Arbitrator(s) in accordance with the provisions of paragraph 3(ii) and (iii), *mutatis mutandis*.
 - (iii) The third Arbitrator, who shall be the presiding Arbitrator of the Tribunal, shall be nominated and confirmed or appointed in accordance with the provisions of paragraph 5(iii) and (iv).

Article 11

Composition of the Tribunal in multi-party disputes

Where three Arbitrators are to be appointed in multiparty disputes, the following procedure will apply:

- (i) Multiple Claimants shall jointly nominate an Arbitrator in the Request, and multiple Respondents shall jointly nominate an Arbitrator, within 20 days of receiving the Request, for confirmation by the Centre.
- (ii) Should multiple Claimants or multiple Respondents fail jointly to nominate an Arbitrator within the given time limits, the Centre shall appoint one or both Arbitrator(s) in accordance with the provisions of Article 10 paragraph 3(ii) and (iii).

- (iii) The third Arbitrator shall be nominated and confirmed or appointed by the Centre in accordance with the provisions of Article 10 paragraph (5)(iii) and (iv). The third Arbitrator shall be the presiding Arbitrator of the Tribunal.

Article 12

Challenge of Arbitrators and Emergency Arbitrators

1. Any party may challenge an Arbitrator on the following grounds:
 - (i) there are justifiable doubts as to the Arbitrator's impartiality or independence or
 - (ii) the Arbitrator is de jure or de facto unable to perform their duties under the Rules or
 - (iii) the Arbitrator's duties have not been performed in compliance with the Rules, and/or the terms of any Arbitration Agreement, and/or the Code of Conduct.
2. A party may challenge an Arbitrator whom it has appointed or in whose appointment it has participated only for reasons of which it becomes aware after the appointment was made.
3. A party challenging an Arbitrator shall submit a notice through the CCMS specifying the reason(s) for the challenge within 15 days of receipt by the party of the notification of the appointment of the Arbitrator; or within 15 days of the date on which the party becomes aware of the grounds for the challenge.
4. The Centre shall notify the Arbitrator(s) and the other parties of the challenge and give them the opportunity to respond. If they exercise this right, they shall submit a response through the CCMS, within 10 days of receipt of the notice referred to in paragraph 3, to the Centre, to the party making the challenge and to the Arbitrator(s).
5. The Arbitrator may, following the challenge, withdraw from his or her appointment.
6. The Tribunal may, at its discretion, suspend or continue Proceedings during the pendency of the challenge.
7. If, within 15 days from the date of the notice of challenge, all parties do not agree with the challenge, or if the challenged Arbitrator does not withdraw, the challenging party may elect to pursue the challenge. In that case, an ethics committee, composed of three members of the Expert Committee, appointed by the Expert Committee, shall take a decision on the challenge and provide the parties with the reasons for the decision. Such a decision is of an administrative nature and shall be final.

8. The provisions of paragraphs 1 to 7 above apply mutatis mutandis to challenges to an Emergency Arbitrator, save that:
- (i) any such challenge must be made within 3 days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based, if such date is subsequent to the receipt of such notification; and that
 - (ii) the challenge shall be decided by the ethics committee after the Centre has afforded an opportunity for the Emergency Arbitrator and the other party or parties to provide comments in writing within a suitably short time limit.

Article 13

Release and substitution of Arbitrators

1. The Centre will release an Arbitrator from his or her duties in case of:
- (i) a successful challenge under Article 12;
 - (ii) joint release of the Arbitrator from his or her appointment by the parties;
 - (iii) resignation of the Arbitrator;
 - (iv) failure of the Arbitrator to perform his or her duties in compliance with the Rules and/or the Code of Conduct; or
 - (v) incapacity of the Arbitrator.
2. Prior to a decision on the release of the Arbitrator in the cases referred to in paragraphs (1)(iv) and (v), the Arbitrator and the parties shall have the opportunity to present their position to the Centre.
3. A substitute Arbitrator shall be nominated and confirmed or appointed pursuant to the procedure applicable to the Arbitrator being replaced, regardless of whether, during the initial appointment, a party had failed to exercise its right to nominate.
4. If, at the request of a party, the Centre determines that exceptional circumstances justify depriving a party of its right to nominate a substitute Arbitrator, the Centre may, after giving an opportunity to the parties and the remaining Arbitrators to express their views:

- (i) appoint a substitute Arbitrator; or
- (ii) after the closure of the Proceedings, authorise the other Arbitrators to proceed with the Arbitration and make any decision or award subject to the prior written approval by the other Arbitrators.

SECTION 4

THE PROCEEDINGS

Article 14

Transmission to the Tribunal

Once the Tribunal has been constituted and the advance on costs has been received by the Centre, the Centre shall transmit the case to the Tribunal.

Article 15

Seat of Arbitration

1. The seat of Arbitration shall be determined by the parties.
2. In cases where parties are unable to determine the seat of Arbitration, the seat shall be determined by the Tribunal, taking into account the comments of the parties and all the circumstances of the case.
3. The Tribunal may, after consultation with the parties and taking into account the facilities offered by the Centre, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.
4. Deliberation may be held at any location and with any means the Tribunal deems appropriate.
5. The Arbitration shall be deemed to have been conducted and its award shall be deemed to be made at the seat of the Arbitration.

Article 16

Language of Arbitration

1. Should parties not agree on the language of Arbitration, it will be determined by the Tribunal, taking into consideration the circumstances of the dispute and the parties' observations.

2. The Tribunal may order that any written comments or documents submitted in languages other than the language of Arbitration be accompanied by a translation in whole or in part in the language of the Arbitration.
3. Without prejudice to the provisions of the preceding paragraphs, parties may be accompanied by a translator or interpreter in procedural acts they perform. The party or parties employing the translator or interpreter will be responsible for the costs associated therewith.

Article 17

Applicable rules

1. If the parties have entered into an Arbitration Agreement which provides for Arbitration under the Rules, the Rules shall form part of the parties' Arbitration Agreement, and the dispute shall be adjudicated in accordance with these Rules.
2. Unless otherwise agreed by the parties, the Proceedings shall be governed by the Rules in force at the date of the commencement of the Arbitration.
3. The Tribunal may conduct the Arbitration in such manner as it considers appropriate, provided that the parties are treated equally and that each party is given a reasonable opportunity of presenting its case. If the Rules do not foresee or regulate a particular matter, the Proceedings shall be governed by any rules which the parties agree or, in the absence of agreement, by rules the Tribunal deems appropriate, after hearing the parties.
4. The Tribunal, in determining how the Arbitration shall take place, shall conduct the Proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.
5. The Tribunal shall at all times bear in mind the possibility of settlement, and may at any point in the Proceedings encourage the parties to consider settling all or part of the dispute, including by making use of other ADR facilities offered by the Centre.

Article 18

Stay of Proceedings

The Tribunal may order a stay of Proceedings upon joint request by the parties because of the referral of their dispute wholly or in part to any other ADR proceedings provided by the Centre.

Article 19

Applicable law

1. The Tribunal shall apply to the substance of the dispute the law specified in the Arbitration Agreement or agreed by the parties. In the absence of such a specification or agreement, the Tribunal shall apply the law which it deems most appropriate after hearing parties' observations on the subject.
2. In deciding the applicable law, the Tribunal shall consider the provisions of any contract between the parties and of any relevant trade usages.
3. Any designation made by the parties of the law of a given state shall be construed, unless otherwise expressed, as referring to the substantive law of that state and not to its procedural or conflict of law rules. Failing any designation by the parties, the Tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.
4. The Tribunal shall rule as amiable compositeur or decide ex aequo et bono if expressly agreed upon by the parties.
5. If the parties' agreement to adjudicate as amiable compositeur or to decide ex aequo et bono is reached after the Tribunal has been constituted, its effectiveness shall be subject to the Tribunal's acceptance.

Article 20

Initial case management conference

1. As soon as practicable after its constitution, the Tribunal shall hold a case management conference with the parties to enable a procedural order to be drafted setting out the procedure and the provisional timetable for the Arbitration. The case management conference shall be held by videoconference or any other appropriate means of electronic communication, unless otherwise agreed by the parties.
2. The provisional timetable shall include time limits for the filing of any further written submissions deemed necessary by the Tribunal, the timings for any witness statements, expert reports or document production, and the date of the hearing.
3. The Tribunal may provide to the parties, prior to the case management conference, a suggestion for a provisional timetable. Alternatively, the Tribunal may ask the parties to seek to agree a timetable among themselves prior to the case management conference, and to submit it to the Tribunal in advance of the case management conference.

4. The time limits should in principle be chosen so as to allow a final award to be made within a year of the commencement of Proceedings.
5. In addition to setting out a timetable for the Arbitration, the case management conference may be used to address any preliminary issues, including jurisdictional objections or applications for interim measures; any potential document production requests; the number of party experts and whether witness hearings will be required to hear them; whether it is appropriate to deal with matters in a particular order; and other procedural and administrative matters.
6. The Tribunal shall issue a procedural order within 14 days of the case management conference.
7. The Tribunal may arrange subsequent case management conferences either at the request of a party or at its own initiative during the course of Proceedings, should the need arise.

Article 21

Jurisdiction

1. The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect on the existence, validity or scope of the consent of the parties to the Arbitration.
2. For the purpose of this Article, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not automatically affect the validity of the arbitration clause.
3. An objection that the Tribunal lacks jurisdiction shall be raised no later than in the Response or, with respect to a counterclaim or a claim for the purpose of a set-off, in the Reply to the counterclaim or to the claim for the purpose of a set-off.
4. The Tribunal shall rule on an objection referred to in paragraph 3 either as a preliminary question or in an award on the merits. The Tribunal may continue the Proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.
5. An objection that the Tribunal lacks jurisdiction does not prevent the Centre from administering the Arbitration.

Article 22

Representation and assistance

Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to the Centre, to all parties and to the Tribunal. Any change shall be communicated in accordance with Article 3 to the other parties and the Tribunal without delay. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the Centre or the Tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the Centre or the Tribunal may determine.

Article 23

Evidence

1. Unless they are admitted, each Party shall have the burden of proving the facts relied upon in its claim or defence according to the applicable law.
2. The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence.
3. The Tribunal may, at any time during the Proceedings, invite a party to produce additional evidence, within a time limit to be set by the Tribunal.

Article 24

Interim and protective measures

1. Unless otherwise agreed by the parties, the Tribunal may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure, whether in the form of an award or an order, granted at any time prior to the issuance of the award by which the dispute is finally decided. The Tribunal may order any interim measure it considers appropriate, including inter alia an order to:
 - (i) Maintain or restore the status quo pending determination of the dispute;
 - (ii) Take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself;
 - (iii) Provide a means of preserving assets out of which a subsequent award may be satisfied; or

- (iv) Preserve evidence that may be relevant and material to the resolution of the dispute.
3. A party requesting an interim measure under paragraph 2 shall satisfy the Tribunal that:
- (i) It has acted without unreasonable delay in seeking the interim measure, and that there is an urgent need for interim measures;
 - (ii) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and that such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted;
 - (iii) It is more likely than not, on the balance of probabilities, that the requesting party will succeed on the merits of the claim. This determination shall not affect the discretion of the Tribunal in making any subsequent determination;
 - (iv) The interim measures sought are, in all circumstances, necessary and proportionate.
4. Unless otherwise agreed by the parties, an application for an interim measure may exceptionally be made without notice to any other party. The Tribunal may grant the measure on an ex parte basis provided it considers that prior disclosure of the request for the interim measure to the party against whom it is directed would risk frustrating the purpose of the measure. The provisions of Article 25(3) apply.
5. The Tribunal may make the granting of interim measures subject to the provision of appropriate security by the requesting party.
6. The Tribunal shall give an opportunity to any party against whom an interim measure is directed to present its case at the earliest practicable time and shall promptly decide on any objection to an interim measure.
7. A request for interim or protective measures addressed by any party to a judicial authority shall not be deemed an infringement or a waiver of the Arbitration Agreement and shall not affect the jurisdiction of the Tribunal. Any such request, as well as any measures ordered by the judicial authority, shall be notified to the Centre (if a Tribunal has not yet been constituted) or to the Tribunal forthwith.
8. The Tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the Tribunal's own initiative.

9. By agreeing to Arbitration under these Rules, the parties undertake to comply with any interim measure without delay or within the time period set by the Tribunal.
10. The party requesting an interim measure may be liable for any costs and/or damages caused by the measure to any party if the Tribunal later determines that the measure should not have been granted. The Tribunal may award such costs or damages at any point during the Proceedings.

Article 25

Emergency Arbitrator

1. Unless otherwise agreed by the parties, a party claiming to need urgent interim measures in accordance with Article 24 which cannot await the constitution of a Tribunal may submit through the CCMS a request for such measures to the Centre.
2. A request for such urgent interim measures shall include:
 - (i) the particulars set out in Article 7(3)(i) to (iv);
 - (ii) a statement explaining why the requirements of Article 24(3) are met; and
 - (iii) an explanation as to why the application for interim measures cannot await the constitution of the Tribunal.
3. The request for urgent interim measures shall be subject to proof of payment of the registration and administrative fee and of the provisional advance of the Emergency Arbitrator's fees in accordance with the Fee Schedule.
4. Upon receipt of the request for urgent interim measures, the Centre shall, at its discretion, appoint within two working days an Emergency Arbitrator who will be tasked with issuing a ruling on the requested urgent interim measures. The Emergency Arbitrator shall establish a procedural timetable for the Emergency Arbitrator proceedings within as short a time as possible, normally within two working days from the transmission of the file to the Emergency Arbitrator.
5. Proceedings for urgent interim measures shall be deemed to be commenced on the date on which the request for urgent interim measures is received by the Centre.
6. If the parties have agreed upon the seat of Arbitration, that seat shall be the place of the determination of the urgent interim Proceedings. In the absence of such agreement, the place of the urgent interim

Proceedings shall be decided by the Emergency Arbitrator, taking into consideration all the circumstances of the case.

7. An Emergency Arbitrator ruling in urgent interim Proceedings will conduct these Proceedings in any manner he considers appropriate, taking into account the urgency, the specific circumstances of the dispute, and the right of the affected party to be heard either prior to the decision of the Emergency Arbitrator (in the case of on notice applications), or as soon as practicable thereafter (in the case of ex parte applications).
8. An Emergency Arbitrator acting in urgent measures Proceedings may grant any interim measure deemed appropriate. The Emergency Arbitrator may make the granting of interim measures subject to the provision of appropriate security by the requesting party.
9. Any decision, order or award of the Emergency Arbitrator on the application shall be set out in an Emergency Decision, which shall state the reasons on which the Emergency Decision is based, including a determination on whether the Emergency Arbitrator has jurisdiction to grant the urgent relief sought. The reasons may be stated in summary form.
10. Upon request, the Emergency Arbitrator acting in urgent interim measures Proceedings may modify or terminate the measures granted in the Emergency Decision.
11. The Emergency Arbitrator acting in urgent proceedings shall decide on the request for urgent interim measures as soon as possible. In all cases, he shall terminate urgent interim measures proceedings if arbitration is not commenced within 10 days from the date of commencement of the urgent proceedings.
12. The Emergency Arbitrator acting in urgent interim measures Proceedings shall determine the costs of these Proceedings in consultation with the Centre, in accordance with the Fee Schedule.
13. Unless otherwise agreed by the parties, the Emergency Arbitrator acting in urgent interim measures Proceedings shall not act as Arbitrator in subsequent Proceedings relating to the dispute.
14. The Emergency Arbitrator shall have no further powers to act once the Tribunal is established. Upon request by a party, the Tribunal may modify or terminate any measure ordered by the Emergency Arbitrator.

Article 26

Hearings

1. If requested by at least one of the parties, the Tribunal shall hold a hearing before issuing any ruling on jurisdiction or any award. The purpose and scope of the hearing shall be determined after consultation with the parties. If none of the parties so requests, the Tribunal shall decide whether to hold such a hearing or whether the Proceedings will be conducted on the basis solely of the documents submitted by the parties.
2. The Tribunal shall, in consultation with the parties, determine the date, time and location of any hearing and shall provide the parties with reasonable notice of the date thereof.
3. All witnesses or experts on whose testimony a party intends to rely, as well as all experts appointed by the Tribunal, shall attend the hearing, unless the parties agree otherwise with the consent of the Tribunal or the Tribunal orders otherwise. The Tribunal may require witnesses to leave the room while other witnesses are giving evidence.
4. Unless otherwise agreed by the parties, all hearings shall be held in camera and the Tribunal may, upon request of a party, impose any further confidentiality regimes to hearings it considers appropriate in order to protect the parties' and third-party confidential information and/or trade secrets.
5. The Tribunal shall determine, following consultation with the parties, in what form a record shall be made of any hearing.
6. Whenever the Tribunal considers it appropriate having regard to the circumstances of the case, and following consultation with the parties, the hearing may be conducted via videoconference.

Article 27

Witnesses and experts appointed by the parties

1. Before any hearing, the Tribunal may order the parties to identify any witnesses on whose testimony they intend to rely, and to specify the subject matter of their testimony and its relevance to the issue.
2. Witnesses, including expert witnesses, relied on by parties may be any individual, notwithstanding that the individual is a party to the Arbitration or related to a party. Unless otherwise directed by the Tribunal, any witness statements or expert reports produced by the witnesses or experts shall be in writing and signed by the witness or expert.

3. After consultation with the parties, the Tribunal may, on the ground of expediency, redundancy or irrelevance, limit or refuse to hear any witness.
4. Any witness or expert witness who gives oral evidence may be examined or cross-examined by each of the parties. The Tribunal may put its own questions at any stage of the examination of the witnesses.
5. A party shall be responsible for the practical arrangements, costs and ensuring the attendance of any witness or expert witness on whose testimony it intends to rely.

Article 28

Tribunal-appointed Experts

The Tribunal may, upon consultation of the parties, appoint one or more independent experts to report to it on specific issues identified by the Tribunal. Article 57 of the UPCA and Rules 185 to 188 of the RoP on Court experts shall apply *mutatis mutandis*.

Article 29

Production of Documents

1. Upon a request of one of the parties or at its own discretion, and having considered any objections raised by the party from whom production is sought, the Tribunal may order a party to produce such documents in its custody, control or power as the Tribunal considers necessary or appropriate in light of the issues in dispute.
2. Any request of a party for production of documents from another party shall contain the following:
 - (i) a description of each document sought such that it may be identified, or a description of a narrow and specific category of documents;
 - (ii) for electronic documents, appropriate search terms that assist with efficient retrieval of the document;
 - (iii) a brief explanation as to why the document is relevant to an issue in dispute;
 - (iv) a brief explanation as to why the party seeking production considers that the party from whom production is sought has control of the document.
3. Following a request for documents, the party against whom production is sought may raise as an objection to production:

- (i) the requirements of the request for production stipulated above are not met;
 - (ii) the document is irrelevant to the issues in dispute;
 - (iii) the document is subject to privilege in accordance with the applicable law;
 - (iv) production of the document would be unduly burdensome; or
 - (v) the document is no longer within the custody, control or power of that party.
4. The Tribunal may order that any document produced be subject to an appropriate confidentiality regime, including restricting access to confidential information to specific named individuals or representatives.
5. In respect of any failure by a party to comply with an order of the Tribunal to produce a document, for which no sufficient justification is provided by the failing party, the Tribunal may infer therefrom that the document is adverse to that party's case.

Article 30

Experiments

1. Upon a request by a party, the Tribunal may order that that party may rely on the results of an experiment to establish any fact that is relevant to an issue in dispute.
2. The request shall specify full details of the proposed experiment and the relevant issue(s) in dispute.
3. Upon a reasoned request by the other party, the Tribunal may order that the experiment be repeated in the presence of the other party and/or their own expert.

Article 31

Default

1. If the Respondent(s) has or have, without showing sufficient cause, failed to file their Response, the Tribunal shall order that the Proceedings shall continue. The provisions of this paragraph shall also apply to a Claimant's failure to file a Reply to a counterclaim or to a claim for the purpose of a set-off.
2. If any of the parties refuses or fails to take part in Proceedings or any stage thereof, the Arbitration shall proceed notwithstanding such refusal or failure.

Article 32

Joinder

1. A third party may be joined to the Arbitration upon a reasoned written and electronically signed request submitted through the CCMS to the Tribunal by any party to Proceedings, or by any third party, either with the Request for Arbitration, the Response to the Request, or at any later stage of Proceedings.
2. If the request is submitted after the constitution of the Tribunal, it must be filed within 15 days of the requesting party acquiring knowledge of the circumstances justifying the joinder.
3. The Tribunal may allow the joinder after giving all parties, including the proposed additional party, a reasonable opportunity to comment.
4. The joinder shall be subject to:
 - (i) the written consent of the additional party and its express acceptance of the Arbitration Agreement; and
 - (ii) the consent of all existing parties.
5. In ruling on the joinder, the Tribunal shall consider the procedural efficiency of the Proceedings, the stage of Proceedings at which the joinder request was made, and the need to respect the equal treatment of all parties and their right to be heard.

Article 33

Consolidation

1. The Centre may order the consolidation of newly requested Arbitration Proceedings with pending Arbitration Proceedings where the Proceedings, pending under these Rules, are substantially related regarding subject matter.
2. Any such order requires prior consultation with the Tribunals and the agreement of all parties in the Proceedings, including agreement on the Tribunal to further decide on the claims and counterclaims.
3. The consolidation order shall address all the relevant circumstances.

Article 34

Closure of Proceedings

1. The Tribunal shall declare the Proceedings closed when it determines that the parties have had an adequate opportunity to present their submissions and evidence.
2. At any time before the award is made, the Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, of its own motion or upon application of a party, to re-open Proceedings it has declared to be closed.

Article 35

Settlement

1. If, before an award is made, the parties reach a settlement of the dispute, the Tribunal shall either issue an order for the termination of the Proceedings or, if requested by the parties and accepted by the Tribunal, record the settlement in the form of an award made by consent of the parties. The Tribunal shall not give reasons for the award, other than it was made by consent.
2. The Tribunal shall, if requested by the parties and accepted by the Tribunal, record in the form of an award made by consent also the terms of any other settlement, irrespective of whether or not it was reached using the facilities of the Centre.
3. A request made under the terms of paragraph 2 shall be subject to proof of payment of the registration and administrative fee and of the deposit of the Tribunal's fees in accordance with Article 54(1) and the Fee Schedule. If, at the time the request is made, no Tribunal has been constituted, upon receipt of the request to record the terms of a settlement, the Centre shall appoint within two working days a sole Arbitrator who will be tasked with issuing an arbitral award made by consent of the parties.

Article 36

Request for confirmation of settlement or arbitral award by consent

Pursuant to Rule 365 and Rule 11.2 of the RoP, the parties may jointly agree in writing to request confirmation, by way of a decision of the Court, of the terms of any settlement or arbitral award by consent, reached using the facilities of the Centre, including any term which obliges the patent owner to limit, surrender or agree to the revocation of a patent or not to assert it against the other party or parties. A Request may be made whether or not litigation or other dispute resolution proceedings are pending before the UPC or any other authority.

Article 37

Other grounds for closure of Proceedings

1. If, before the award is made, the continuation of the Proceedings becomes unnecessary or impossible for any reason not mentioned in Articles 34 or 35, the Tribunal shall inform the parties of its intention to issue an order for the termination of the Proceedings. The Tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the Tribunal considers it appropriate to do so.
2. Certified copies of the order for termination of the Proceedings or of the arbitral award made by consent of the parties, signed by the Arbitrators, shall be communicated by the Tribunal to the parties and the Centre.

Article 38

Waiver

A failure by any party to object promptly to any non-compliance with these Rules, with any requirement of the Arbitration Agreement, or with any order given by the Tribunal shall be deemed to be a waiver of its right to object unless such party can show that, under the circumstances, its failure to object was justified.

SECTION 5

EXPEDITED PROCEDURE

Article 39

Scope of Expedited Procedure

1. Unless otherwise agreed by the parties, the Expedited Procedure provisions shall apply to all cases in which:
 - (i) the parties so agree; or
 - (ii) the amount in dispute, representing the aggregate of all claims and counterclaims, does not exceed EUR 1,000,000 (one million EUR), unless the Centre decides otherwise, taking into account all relevant circumstances.
2. The Expedited Procedure shall be conducted in accordance with the foregoing provisions of these Rules, subject to the following changes:

- (i) The case shall be referred to a sole Arbitrator, unless an Arbitration Agreement provides for more than one Arbitrator.
- (ii) If the Arbitration Agreement provides for a Tribunal composed of more than one Arbitrator, the Centre shall invite the parties to agree to refer the case to a sole Arbitrator.
- (iii) After the submission of the Response to the Request for Arbitration, the parties shall in principle be entitled to submit only a Statement of Claim, a Statement of Defence (and counterclaim) and, where applicable, a Statement of Defence in reply to the counterclaim (or any set-off defence, provided that the Tribunal has jurisdiction over it).
- (iv) Unless the dispute is decided on the basis of documentary evidence only, a single hearing shall be held for the examination of witnesses and experts or for oral argument.

The final award shall be made within six months from the date on which the Tribunal received the file from the Centre. In exceptional circumstances, the Centre may provide a single extension of this time limit.

- 3. The Arbitrator may state the reasons upon which the award is based in summary form if both parties so request in writing. Such an award shall contain the operative part and a concise statement of the reasons, unless the parties agree to waive the reasoning in accordance with the Rules and any mandatory provisions of law. The summary award shall be final and binding and shall have the same legal effect as a fully reasoned final award, for the purposes of recognition, enforcement, and any subsequent legal proceedings, unless otherwise prescribed by applicable law.
- 4. At any time during the Proceedings, the parties may agree that the provisions of this article shall no longer apply.

SECTION 6

AWARDS AND OTHER DECISIONS

Article 40

Form of the award

- 1. The Tribunal may make final, interim, interlocutory, supplementary or partial awards.
- 2. An award shall be made in writing. It shall state the reasons upon which it is based, unless the parties and the Tribunal have agreed that no reasons are to be given. The award shall indicate the Arbitrator(s), the

parties and their representatives, the Arbitration Agreement or any applicable legal provision on which the Arbitration is based, a summary of the parties' respective claims and of the relief sought by each party, the decision and the date and the place where it was made.

3. Every award shall be final. Every award shall be binding on the parties, unless the parties agree otherwise in writing.

Article 41

Time limit for rendering final award

1. The Tribunal shall endeavour to hand down the final award within 9 months from the date of the first procedural order.
2. The Centre may provide for an extension of the time for handing down a final award upon a reasoned request from the Tribunal where there is consent by the parties to an extension, or if otherwise deemed necessary. A further extension shall only be granted in exceptional cases.

Article 42

Decision making

1. Unless the parties have agreed otherwise, where there is more than one Arbitrator, and the Tribunal fails to agree on any issue, the Arbitrators shall decide that issue by a majority. Failing a majority decision on any issue, the presiding Arbitrator shall decide that issue.
2. If authorised by the Tribunal, and unless the parties have agreed otherwise, the presiding Arbitrator may decide on questions of procedure.

Article 43

Signing of the award

1. Before signing the award, the Tribunal shall submit its draft award to the Centre. The Centre may, within 30 days from receipt of the draft award, make any observations as to form it considers necessary, but the Tribunal shall not be bound by such observations.
2. The Tribunal shall sign and date its award. Where there are more than one Arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.

3. Any member of the Tribunal may attach to the award his or her separate opinion, whether or not he or she shares the opinion of the majority.

Article 44

Notification and effect of the award

1. The Tribunal shall submit the signed award, in a sufficient number of copies, to the Centre, which shall certify that the award was made under these Rules and notify it to the parties, subject to full payment of the costs of Arbitration to the Centre by the parties or any of them. The Centre shall retain one copy of the award and the documentation of proof of service.
2. The Centre shall issue certified copies of the award to the parties.
3. The Tribunal and the Centre shall assist the parties in complying with whatever further formalities may be necessary.
4. By agreeing to Arbitration under these Rules, the parties undertake to comply with any award without delay.

Article 45

Correction of the award

1. The Tribunal may, on its own initiative, correct any clerical, typographical or computational errors in the award or any error or omission of a similar nature, provided that notice of the need for such a correction is submitted to the Centre through the CCMS within 30 days of the date of such award.
2. Parties may submit a notice for correction of a clerical, typographical or computational nature following the following procedure:
 - (i) If the parties are agreed that such a correction is called for and what that correction should be, the notice may be submitted at any time.
 - (ii) Otherwise the notice must be received by the Centre within 30 days of the receipt of the award by the party submitting the notice.
 - (iii) Upon receipt of that notice the Centre shall transmit it to the Tribunal and shall notify the other party or parties.

- (iv) The Tribunal shall fix a short time limit which shall not exceed 30 days from the receipt of the request for a response from the other party or parties.
 - (v) The Tribunal shall render its decision in draft to the Centre within 30 days upon the expiration of the time limit as referred to under paragraph 2(iv) or within such other period as the Centre deems appropriate.
3. A decision to correct the award shall take the form of an addendum and shall constitute part of the award. Articles 42, 43 and 44 shall apply mutatis mutandis.

Article 46

Supplementary awards

1. Any party may request, by notice to the Centre through the CCMS in accordance with Article 3 within 30 days after the receipt of the award, the Tribunal to make a supplementary award in respect of claims presented in the Proceedings but not decided upon in the award. Upon receipt of the request, the Centre shall inform the other parties and the Tribunal of the request.
2. If the Tribunal considers the request justified and considers that the omission can be rectified without further hearings or evidence, it shall complete its award within 60 days of receipt of the request transmitted by the Centre, unless the Tribunal or the Centre decides to extend this period of time due to the circumstances of the case. Otherwise, the Tribunal shall reopen the Proceedings on the request for supplementary award.
3. A decision to add to the award shall take the form of an addendum and shall constitute part of the award. Articles 40, 42 and 43 shall apply mutatis mutandis to any supplementary award.

Article 47

Confidentiality

1. The Centre, its staff, the Tribunal, the parties, the parties' counsel, representatives or assistants, and any other persons participating in the Arbitration, including any experts or secretaries appointed by the Tribunal, shall maintain the confidentiality of the existence of Arbitration, the Proceedings, any information or evidence disclosed or produced by the parties during the Proceedings, the award, orders, and other decisions of the Tribunal, and information proprietary to non-parties that is designated confidential and disclosed during the Proceedings.

2. The previous paragraph applies regardless of the form in which information was disclosed or evidence was presented.
3. The provisions of paragraph 1 shall not apply if:
 - (i) the parties agree in writing that the information is in whole or in part not confidential; or
 - (ii) the information is in the public domain, other than as a result of the information being disclosed by the recipient in breach of this Article 47; or
 - (iii) the information is necessarily disclosed in connection with a court action relating to the Proceedings; or
 - (iv) disclosure of the information is required by law or regulation.
4. For the purposes of maintaining confidentiality, the parties may agree, or the Tribunal may order, that:
 - (i) a neutral confidentiality advisor be appointed by the parties to ensure effective protection of confidentiality especially in respect of the possible submission of confidential license agreements or other sensitive information during the Proceedings;
 - (ii) access to confidential information be restricted to a limited number of individuals which may include employees of the parties, parties' attorneys or party experts, subject in each case to the recipient being bound by specific confidentiality conditions;
 - (iii) separate confidentiality orders be issued or non-disclosure agreements be entered into in order to specifically protect against the use or disclosure of confidential information.
5. The deliberations of the Tribunal are confidential.
6. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by a legal or regulatory duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.
7. Notwithstanding the provisions of paragraphs 1 to 6 above, the Centre may publish the award, orders, corrections thereof and other decisions of the Tribunal in an anonymised form that does not enable identification of the parties or the dispute, nor discloses confidential information, unless a party objects in writing through the CCMS to the publication within 60 days from the date of notification of an award to the parties by the Tribunal.

SECTION 7

FRAND Disputes

Article 48

Scope of FRAND Disputes in Arbitration

1. The parties should, where appropriate with the assistance of the Tribunal and/or in accordance with any guidance provided by a competent court or authority, define as precisely as possible the scope of any FRAND Dispute submitted to Arbitration.
2. The matters raised in Arbitration may include, for example:
 - (i) identifying the SEP(s) in dispute or other patents concerned;
 - (ii) identifying one or more patents which may serve as representative samples from the relevant patent portfolio(s), on which the Arbitration will primarily focus, in which case the parties may agree on the sampling criteria;
 - (iii) any patents that might be subject to cross-licensing;
 - (iv) identifying the claims and defences;
 - (v) discussion as to whether it is appropriate to conduct Proceedings in multiple discrete stages;
 - (vi) discussion of the need for any essentiality assessment, to be conducted in accordance with the Centre's Rules on Expert Determination;
 - (vii) the determination of selected licensing terms and conditions;
 - (viii) the determination on a temporary basis of any selected licencing terms pending determination of final licensing terms by the Tribunal or a competent court;
 - (ix) the determination of the scope of the royalty base and range, including the territorial scope of the license;
 - (x) the methodology for calculating FRAND terms, including the royalty rate;
 - (xi) the potential necessity for an application for an order to the Tribunal or a competent court, such as an application for an order to produce evidence or an order concerning confidentiality.

3. The matters set out in paragraph 2 above should be raised by parties as soon as possible, preferably prior to the first case management conference, so as to allow the Tribunal to make an initial procedural order that is as complete as possible.

Article 49

Guidelines for FRAND Disputes

The Centre shall establish non-binding Guidelines for dealing with FRAND Disputes. These Guidelines, which will set out best practice recommendations for Arbitrations in which FRAND Disputes arise, may be updated by the Centre from time to time.

Article 50

Parallel proceedings

1. The parties may agree to stay parallel proceedings or parts of such proceedings, including but not limited to SEP actions, patent infringement or invalidity actions, competition law complaints and regulatory complaints, whether direct or indirect and/or to refrain from seeking or enforcing any injunction or order granted by a competent court.
2. In case only parts of a dispute are submitted to Arbitration, the parties may agree that proceedings concerning other parts of the dispute that are not subject to the pending Arbitration at the Centre can continue.

SECTION 8

CHARGES AND FEES

Article 51

Costs of the Arbitration

1. The Tribunal shall determine the costs of Arbitration in its final award and, if it deems appropriate to do so, by means of another decision.
2. The term “costs” includes only:
 - (i) The fees of the Tribunal to be stated separately as to each Arbitrator and to be fixed by the Tribunal in accordance with the Fee Schedule;
 - (ii) The reasonable travel and other expenses incurred by the Arbitrators;

- (iii) The reasonable costs of any Expert;
 - (iv) The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the Tribunal;
 - (v) The legal and other costs incurred by the parties in relation to the Arbitration to the extent that the Tribunal determines that the amount of such costs is reasonable and proportionate;
 - (vi) Any fees and expenses of the Centre, including the non-refundable Registration and non-refundable Administrative fee, in accordance with the Fee Schedule;
 - (vii) Any value added tax levied upon the costs itemized under (i) – (vi).
3. When determining the amount of the reasonable and proportionate legal and other costs referred to in paragraph 2 (v), the Tribunal may take account of Rules 152 to 155 RoP, and of the Scale of Ceilings for Recoverable Costs published by the Administrative Committee of the UPC.
 4. In relation to completion or correction of any award, the Tribunal may charge the costs referred to in paragraphs 2 (ii) to (vi), but no additional fees.

Article 52

Fees and expenses of Arbitrators and the Centre

1. The Arbitrators are entitled to fees and expenses pursuant to Article 51(2)(i) and (ii) and the Centre is entitled to the Registration and Administrative fee pursuant to Article 51(2)(vi) both of which are fixed by reference to the amount in dispute. The amount in dispute is to be assessed by the Centre in accordance with the Fee Schedule. The amount of fees of Arbitrators and the Centre shall be calculated in accordance with the Fee Schedule. The schedules of fees shall be published by the Centre on its website.
2. If Proceedings are terminated prematurely, the Tribunal has discretion to reduce the Arbitrator's fees in accordance with the degree of progress of the Proceedings.
3. If the amount in dispute of a claim is not quantified, if a party has filed only a partial claim, manifestly undervalued its claim or assigned no value to it, the amount in dispute of that claim shall be determined by the Centre taking into account all relevant circumstances and, when appropriate, following the applicable Guidelines for determination of the court fees and the ceiling of recoverable costs at the UPC.

Article 53

Allocation of costs

1. The costs of the Arbitration shall in principle be borne by the unsuccessful party or parties. However, the Tribunal may apportion such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
2. The Tribunal shall in its final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on the allocation of costs.
3. Before making an award of costs in its final award, the Tribunal shall request the Centre and the parties finally to determine its costs of the Arbitration in accordance with the Fee Schedule.

Article 54

Advance on costs

1. The Tribunal, on its establishment, may order the parties to deposit an equal amount as an advance for possible fees and costs of the Tribunal in accordance with the Fee Schedule.
2. During the course of the Proceedings the Tribunal may order supplementary deposits from the parties in accordance with the Fee Schedule.
3. The Administrative fee paid by the claimant to the Centre shall be credited to the claimant's share of the advance on costs.
4. If the required deposits are not paid in full within 30 days after the receipt of the order, the Tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Tribunal may order the suspension or termination of the Proceedings.
5. After a termination order or final award has been made, an account shall be rendered to the parties of the deposits received and any unexpended balance shall be returned to the parties in accordance with the Fee Schedule.

SECTION 9

FINAL PROVISIONS

Article 55

Liability

Save for intentional wrongdoing, the parties waive, to the fullest extent permissible under the applicable law, any claim against the Arbitrators, the Centre, its organs and employees based on any alleged act or omission in connection with Proceedings conducted under these Rules.

Article 56

General Rules

The Centre, the Tribunal and the parties shall act in the spirit of these Rules and shall make every reasonable effort to ensure that all awards are legally enforceable should matters and/or circumstances occur which are not expressly foreseen or regulated in these Rules.

Article 57

Entry into force

These Rules will enter into force on the day of its adoption. These Rules will be applied to any Arbitration commenced on or after that date.

Done on 24 April 2026 (written procedure).

For the Administrative Committee

Signed Johannes Karcher

The Chairman