



DISPUTE PREVENTION AND RESOLUTION COMMITTEE RULES

EFFECTIVE AS OF AUGUST 6, 2018

ARTICLE 1 – PRELIMINARY PROVISIONS

1.1. The Committee, established in accordance with the Rules, is intended to prevent, manage and resolve Disputes, whatever their nature, arising under the Contract. The Committee will be composed of one (1) or three (3) Members, who will be appointed according to the agreement between the Parties, except in case of nomination by the Ciesp/Fiesp Chamber, as provided for in the Rules. The role of the Committee is to assist the Parties in preventing and resolving Disputes that may arise in connection with the Contract, and the Parties shall determine, in accordance with the Rules, whether the Committee shall act as a Committee for adjudication, Committee for Review or as a Hybrid Committee.

1.2. Committees' performance will be managed by the Ciesp/Fiesp Chamber under the Rules. Any Disputes regarding Committees Recommendations or Decisions shall be resolved, preferably, by arbitration administered by the Ciesp/Fiesp Chamber, without prejudice to the parties' choosing another dispute resolution method..

ARTICLE 2 - FORMATION OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

2.1. The Committee shall be formed pursuant to the terms of the Rules and according to the specific provisions contained in the Contract.

2.1.1. The Parties may request the formation of a Committee based on multiple contracts related to the same undertaking by submitting a joint Notice Form.

2.2. Parties interested in forming a Committee shall notify the Ciesp/Fiesp Chamber in writing by means of a Notice Form as per the template in Exhibit III of the Rules, and shall indicate the type of Committee, ie, Permanent or ad hoc, as well as its operating system, that is, whether CA, HC or CR, collecting the filing fee according to Exhibit I of these Rules.

*** See item 2 of Resolution13/2022 of the Presidency, about the initiation of procedures on the Chamber's website.**

2.3. If the Contract provides for the formation of a Committee under the Rules, any Party may present the Notice Form.

2.4. The Committee shall be composed of one (1) or three (3) Members, as stipulated in the Contract or in the Consensus.

2.5. If the Contract has no such information, and in the absence of Consensus as to the number of Members, system and type of Committee, Ciesp/Fiesp Chamber shall choose a given number of Members to make up the Committee, after the Parties are duly heard, in that the system will be CA and the type will be Permanent Committee.

2.6. Unless otherwise provided in the Contract or upon the Parties' Consensus, the Notice Form under Article 2.2 shall be submitted within up to thirty (30) days from the execution of the Contract, except in the case of ad hoc Committee, where it may be submitted at any time, as per Article 2.7 of the Rules.

2.7. Unless expressly stated in the Contract, or in the event of Consensus, the Committee may be formed as an ad hoc Committee at any time, for purposes of resolving one or more Disputes specified by the Parties, upon written notice in compliance with Article 2.2 of the Rules.

2.8. A 3-Member Committee shall be formed as follows:

2.8.1. Within up to thirty (30) days from receipt of the Notice Form by Ciesp/Fiesp Chamber, the Parties shall jointly appoint two Committee Members, or shall each individually appoint a Member.

2.8.2. If the Contract or the Notice Form has more than two Parties, all those involved shall make their best efforts to act by Consensus, within thirty (30) days from receipt of the Notice Form, in respect of the appointment of two Members. In the absence of Consensus in the aforementioned time-period, Ciesp/Fiesp Chamber shall appoint all the Committee Members, subject to the provisions of Article 2.10 of the Rules.

2.8.3. Ciesp/Fiesp Chamber shall inform the Parties about the appointments and about the potential Committee Members, and request that these latter complete the Questionnaire, within no more than ten (10) days.

2.8.4. Subsequently, Ciesp/Fiesp Chamber shall notify the Parties about the completed Questionnaires. In the event of individual appointment of one of the Committee Members, each Party shall have the right to, within fifteen (15) days from receipt of the notice of the Questionnaires, express their views in such respect in writing and, in the event of objection to the appointment made by the other Party, submit the relevant challenge to the appointed Member by providing grounds therefor. Such challenges shall be resolved pursuant to the terms of Article 6.6 of the Rules. Upon expiration of the time-period to submit a challenge, the appointment is deemed accepted.

2.8.5. In the event of objection to the appointment of the Committee Member made by a Party is accepted, the other Party shall make another appointment within ten (10) days from the receipt of the decision on

the objection.

2.8.6. Within fifteen (15) days from the notice sent by the Ciesp/Fiesp Chamber for appointment of two Members, these shall appoint a third Member, who shall preside over the Committee. If the two Members fail to appoint a third one within the time-period above, such third Member shall be appointed by the Ciesp/Fiesp Chamber, pursuant to the terms of Article 2.10 of the Rules.

2.9. If the Parties have agreed that the Committee shall be made up of one (1) Member, the Parties shall agree on the appointment of the Sole Member, who must be appointed within thirty (30) days from the receipt of the Notice Form sent by the Ciesp/Fiesp Chamber. If the Parties fail to reach a Consensus as to the appointment of the Sole Member within the aforementioned time-period, then the Ciesp/Fiesp Chamber shall appoint such Member, subject to the terms of Article 2.10 of the Rules.

2.10. If the Parties or Members fail to reach a Consensus or if, by any reason, they fail to appoint the Members or Sole Member of the Committee, under Articles 2.8.1, 2.8.2, 2.8.6 and 2.9, the Ciesp/Fiesp Chamber shall choose the Member(s).

2.11. In the event of substitution of any Committee Members by reason of death, revocation of powers, or removal by the President of Ciesp/Fiesp Chamber, the new Committee Member shall be appointed in the same manner as the substituted Member. If within fifteen (15) days from the notice of death, resignation or revocation of powers a new Committee Member is not appointed for whatever reason, the Ciesp/Fiesp Chamber shall appoint the new Committee Member, under Article 2.10 of the Rules.

2.12. All the actions by the Committee taken before the substitution of any Members shall remain valid following their substitution, except as the new panel of the Committee deems that some actions have been affected by the reasons that justified the Member(s) substitution.

2.13. Up until the effective substitution, the remaining Committee Members shall refrain from holding hearings or issuing Decisions or Recommendations without the express agreement of the Parties.

2.14. Where the appointment of a Committee Member is to be made by the Ciesp/Fiesp Chamber, this latter shall take into consideration the qualifications of the candidate that are relevant for the case, their availability, nationality and language background; any observations, remarks or requests of the Parties may also be taken into consideration for such purpose.

ARTICLE 3 - COMMITTEE FOR REVIEW (CR)

3.1. Committees formed as CRs issue Recommendations aimed at preventing and resolving Disputes. CRs may also informally assist the Parties, under Article 11.



3.2. Except for the situation provided for by Article 3.4 of these Rules, the Recommendations are not binding or final on the Parties.

3.3. The Parties may duly perform the Recommendation from receipt thereof, or within fifteen (15) days following the receipt of the Recommendation or of the corrections and clarifications under Article 18 of the Rules, whichever occurs later, express their Disagreement by sending a notice thereon to the other Party, to the CR and to the Ciesp/Fiesp Chamber. Such notice may mention, for purposes of information, the reasons underlying the Disagreement of the Party.

3.4. In the absence of Disagreement, the Recommendation shall become final and binding on the Parties, who shall promptly perform it.

3.5. In the event of Disagreement, the Recommendation shall not become final and binding, and the Dispute shall be definitively resolved, preferably through arbitration administered by the Ciesp/Fiesp Chamber, without prejudice to the Parties' right to choose another dispute resolution method.

ARTICLE 4 - COMMITTEE FOR ADJUDICATION (CA)

4.1. Committees formed as CAs issue Decisions aimed at resolving Disputes. CAs may also provide informal assistance to the Parties, under Article 11.

4.2. The Decision becomes effectively immediately and binds the Parties as of receipt thereof, regardless of any Disagreement.

4.3. The Party who disagrees with the Decision shall send its Disagreement with the Decision to the other Party, to the CA and to the Ciesp/Fiesp Chamber within fifteen (15) days following receipt thereof or receipt of the deliberation under Article 18 of the Rules, whichever occurs later. Such notice may state the reasons for Disagreement of the Party, for purposes of information.

4.4. If neither Party presents a Disagreement to the Decision as provided for in Article 4.3, the Decision shall become not only binding, but also final between the Parties.

4.5. If a Disagreement is presented, the Dispute shall be definitively resolved preferably through arbitration administered by the Ciesp/Fiesp Chamber, without prejudice to the Parties' right to choose another dispute resolution method.

ARTICLE 5 - HYBRID COMMITTEE (CH)

5.1. Committees formed as CHs issue Recommendations aimed at preventing and resolving Disputes under Article 3 of the Rules and, exceptionally, render Decisions, under Article 4 of the Rules. CHs may also provide informal

assistance to the Parties, under Article 11 of the Rules.

5.1.1. The Recommendations issued by the CH have the same nature and effects as the Recommendations under Article 3 of the Rules, and shall observe the rules therein stated as to the applicable procedure.

5.1.2. The Decisions issued by the CH have the same nature and effects as the Decisions under Article 4 of the Rules, and shall observe the rules therein stated as to the applicable procedure.

5.2. If either Party requests that a Decision be issued by the CH in respect of a given Dispute, and if no other Party objects said request within five (5) days, the CH shall issue a Decision.

5.3. If either Party requests that a Decision be issued by the CH and any other Party objects such request within the time-period under Article 5.2 of the Rules, then the CH, on a final and duly grounded basis shall decide whether it shall issue a Recommendation or issue a Decision. To do so, the CH shall take into consideration, among other factors it deems equally relevant, the following:

- (a) If the situation is urgent or other relevant considerations, such as if the Decision shall expedite the performance of the Contract or shall avoid a relevant loss to either Party;
- (b) If the Decision shall avoid the interruption of performance of the Contract; and
- (c) If the Decision is needed to preserve evidence.

5.4. Any request for Recommendation or Decision by the Party which submits a Dispute to the CH shall be made in the Statement of the Case, as per Article 12 of the Rules. Any similar request from another Party shall be made in writing before presentation of the Answer of the Party at issue, as per Article 13 of the Rules.

ARTICLE 6 - COMMITTEE MEMBERS

6.1. The Committee shall be made up of professionals as agreed between the Parties. If for any reason the Members are to be appointed by the Ciesp/Fiesp Chamber, Article 2.14 of the Rules shall be observed.

6.2. All the Members appointed to the Committee shall execute the statement of independence and availability and immediately communicate, in writing, to the Parties, the other Committee Members and the Secretariat of Ciesp/Fiesp Chamber, all the facts and circumstances that may raise any doubt, before the Parties, as to their independence and impartiality, including those facts and circumstances that may arise in the course of their office.

6.3. In accepting their appointment, every Committee Member agrees to exercise their duties in accordance with these Rules.



6.4. Every Committee Member shall preserve the balance between the Parties' right to participate in and their decision-making power, by acting in an impartial, competent, careful, secret and speedy manner.

6.5. Unless otherwise agreed between the Parties or required by the applicable law, all information obtained by a Committee Member in the exercise of its functions shall be used exclusively for the Committee's activities, and shall be treated as confidential.

6.6. A Party wishing to challenge a Committee Member must do so by presenting a request to the Ciesp/Fiesp Chamber within fifteen (15) days from the knowledge of the facts that caused said challenge. The matter shall be decided by an arbitrator included in the Ciesp/Fiesp Chamber's List of Arbitrators designated by the President of the Ciesp/Fiesp Chamber, within thirty (30) days from their acceptance or from the receipt of the last manifestation on the matter by the arbitrator, whichever is later. The challenged member, the other Committee Members and Parties involved shall all be entitled to express their view thereon.

6.7. If the challenge made to a Committee Member is accepted, the Member shall be substituted upon observance of the same procedure adopted for appointment, under Article 2 of the Rules.

6.8. Unless otherwise agreed between the Parties, the Committee Member may not participate in any court proceeding, arbitral proceeding or similar proceeding connected with the Dispute submitted to the Committee, either in the capacity of arbitrator, expert, expert witness, witness, representative or advisor of either Party.

6.9. The President of the Ciesp/Fiesp Chamber shall, at the request of either Party, decide on the removal of any Member in the event of failure to comply with his or her duties or whenever he or she fails to observe the Rules or the Statement of Formation of the Committee in performing his or her duties.

ARTICLE 7 – COMMITTEE FORMATION AND TERMINATION

7.1. The Committee shall be formed through the execution of a Statement of Formation of the Committee (see template in Exhibit I), to be signed by the Parties, by each Committee Members and by a representative of the Ciesp/Fiesp Chamber.

7.2. Upon execution of the Statement of Formation of the Committee, the Committee's activities shall be deemed to have started.

7.3. The Committee shall be terminated:

- (a) At any time, upon a joint decision of the Parties, without the need for justification and which shall be immediately effective; or

(b) In the case of an ad hoc Committee, upon resolution of the Dispute(s) that gave rise to formation thereof.

7.4. The Parties may, through a Consensus, substitute Committee Members, by notifying all the Members by correspondence, under Article 10.1.

ARTICLE 8 – COMMITTEE’S PROCEDURE

8.1. The provisions of Article 8 apply to the Permanent Committee, unless otherwise agreed in the Statement of Formation of the Committee. The ad hoc Committee shall be conducted in the manner as determined by the Members, upon adoption, if applicable, of the provisions contained in Article 8 of the Rules.

8.2. Following the formation of the Committee, the Parties shall continually provide the information needed for it to be updated as to the circumstances of the Contract and performance thereof.

8.2.1. The Committee Members agree to keep continually updated as to the circumstances of the Contract and as to the progress of its performance.

8.3. Early at the beginning of its activities, the Committee shall consult with the Parties to set a schedule of meetings, measures and, if necessary, depending on the nature of the Contract, visits to the places of performance of the relevant obligation under the Contract (“Ordinary Meetings and Measures”).

8.4. The Committee shall take part in meetings and visits to the places of performance of the relevant obligation under the Contract, and the Parties shall be previously informed thereof.

8.5. In addition to the Ordinary Meetings and Measures, either Party may request additional or urgent meetings or measures (“Extraordinary Meetings and Measures”).

8.5.1. Upon request for Extraordinary Meetings and Measures, except as otherwise stated in the Statement of Formation, the Committee shall estimate the Extraordinary Fees and the costs involved, informing the Parties and the Secretariat of Ciesp/Fiesp Chamber in order for the costs to be collected, without prejudice to any supplementary values or return of exceeding values to the Parties.

8.5.2. Upon payment of the Extraordinary Fees and of the other related costs, the Secretariat of Ciesp/Fiesp Chamber shall so inform the Committee and the Parties.

8.5.3. Except as otherwise directed by the Committee, the Extraordinary Meeting or Measure shall start only after full payment of the Extraordinary Fees provided for in Exhibit II of these Rules.

8.6. Following each meeting and measure, the Committee shall arrange for the drafting of the meeting minutes or

report.

ARTICLE 9 – COMMITTEE’S POWERS

9.1. The proceeding before the Committee shall be governed by these Rules, and in the absence of specific provision, by the rules stipulated by the Contract, the Statement of Formation, or the Parties, or in the lack thereof, by those stipulated by the Committee, upon due observance of the principles of equal treatment of the Parties and the opportunity to be heard (*audi alteram partem*). In the absence of agreement between the Parties, the Committee may outline the rules that shall govern the works and take all the necessary steps toward the exercise of its functions as a Committee, including but not limited to:

- (a) Defining the language of proceedings to be administered by the Committee;
- (b) Establishing the form and time intervals within which documents shall be submitted to the Committee;
- (c) Calling meetings, scheduling visits and setting hearings, as well as the forms and time intervals thereof;
- (d) Defining the procedural issues raised by the Parties; and
- (e) All the measures needed for the exercise of the Committee’s functions.

9.1.1. If deemed convenient, the Committee, or the Parties, upon their mutual consensus, may adopt the procedural rules recommended by the Optional Protocol contained in Exhibit IV of the Rules.

9.2. The deliberations of the Committee concerning the rules governing the proceeding shall be taken by majority vote. In the absence of such majority, the vote of the Chairman of the Committee shall prevail.

9.3. In performing its obligation to keep secret the information provided, the Committee shall take all the actions towards protecting trade secrets and confidential information.

9.4. If more than two parties are Parties to the Contract, these Rules may be adapted to the multi-party circumstance, as appropriate, by mutual agreement of all Parties or, in the lack thereof, by the Committee.

ARTICLE 10 - COMMUNICATIONS, TIME-PERIODS AND SUBMISSION OF DOCUMENTS

~~10.1. Except as otherwise provided in the Statement of Formation, communications may be made by any means agreed between the Parties at the addresses mentioned in the Statement of Formation and subsequently confirmed by regular mail service with acknowledgment of receipt, or through other appropriate electronic communication media or platforms as elected by the Parties.~~



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10.1. The communications and filing of the Parties' manifestations and documents shall be made on the Online Case Management Portal of Ciesp/Fiesp Chamber (Portal) and the involved ones will be notified by electronic mail sent to the electronic addresses informed in the Statement of Formation of the Committee. **(Wording established by Resolution 13/2022, in force on September 1st, 2022)**

~~10.2. All the statements of the Parties shall be submitted in writing. Before Formation of the Committee, all statements and documents shall be sent to the Ciesp/Fiesp Chamber by letter, electronic mail or equivalent means. Following Formation of the Committee, the Parties and the Members shall send all the statements and documents directly to the Parties, the Members and to the Ciesp/Fiesp Chamber.~~

10.2. The time-periods will be counted, on calendar days, as of the first business day following the receipt of the electronic mail from the Portal or, if it is the case, from the hard copy, except for the provisions with a certain deadline or if otherwise established in the Statement of Formation of the Committee. **(Wording established by Resolution 13/2022, in force on September 1st, 2022)**

10.2.1 The users are responsible for verifying their respective electronic mails to monitor the receipt of the messages and communications related to the proceedings. **(Included by Resolution 13/2022, in force on September 1st, 2022)**

10.2.2 The deadlines that expire on a non-business day will be extended to the following business day, except if there is another specific provision in the concrete case. **(Included by Resolution 13/2022, in force on September 1st, 2022)**

10.2.3 It shall be deemed a business day, the ones with a practical expedient in the Chamber. **(Included by Resolution 13/2022, in force on September 1st, 2022)**

~~10.3. The time-periods stipulated in the Rules shall be suspended during Ciesp/Fiesp Chamber's holiday closure. However, the Committee shall remain at the Parties' disposal to hold and conduct Extraordinary Meetings and Measures or urgent Recommendations/Decisions, if needed. The Chairman of the Committee shall be responsible for keeping the minutes and materials produced in this period, and shall forward them to the Ciesp/Fiesp Chamber at the end of the holidays, so that the internal organization is resumed.~~

10.3 The deadlines will be suspended during the period of recess of the Chamber, except the ones that were provided to be fulfilled on a specific date, as well as the urgent matters, or if otherwise provided in the concrete case. **(Wording established by Resolution 13/2022, in force on September 1st, 2022)**

10.3.1 During the period of recess, the Portal will remain active and available for filing by the users, who shall observe the type of filing to be made so all interested parties have immediate acknowledgement of the filed archive. **(Included by Resolution 13/2022, in force on September 1st, 2022)**

10.3.2 At the end of the recess, the Chamber will organize the documents in the Portal, if necessary.
(Included by Resolution 13/2022, in force on September 1st, 2022)

ARTICLE 11 – INFORMAL ASSISTANCE FOR DISPUTES

11.1. Informal assistance may be conducted (i) orally between the Committee and the Parties; (ii) at a meeting between the Committee and one of the Parties, upon the Parties' prior consent; (iii) through informal opinions issued by the Committee to the Parties; or (iv) by any other means of assistance that may help the Parties to resolve or prevent a Dispute.

11.2. The informal assistance, whatever the form, either written or oral, shall not bind the Committee in any manner whatsoever, if the same issue is submitted for Recommendation or Decision, under these Rules.

ARTICLE 12 - FORMAL SUBMISSION OF DISPUTES FOR RECOMMENDATION OR DECISION AND STATEMENT OF THE CASE

12.1. The Party wishing to submit a Dispute to the Committee for Recommendation or Decision shall present to the other(s), to each Committee Member and to the Secretariat of Ciesp/Fiesp Chamber the written statement of the Dispute ("Statement of the Case").

*** See item 2 of Resolution 10/2022 of the Presidency, about Secretariat's working hours and the performance of acts electronically.**

***See Resolution 13/20222 of the Presidency, institutes the Portal for the online management of the cases and set rules on its operation.**

12.2. The date on which the Statement of the Case is received by the Chairman of the Committee shall be considered, for all purposes, the Starting Date of the proceedings for resolution of the Dispute.

12.3. At any time, the Parties shall remain free to settle the Dispute with or without the Committee's assistance, in that the Committee and the Secretariat of the Ciesp/Fiesp Chamber shall be duly notified therefor. Following any such notice of settlement, the Committee shall not issue any Recommendation or Decision on the Dispute.

ARTICLE 13 – ANSWER AND SUPPLEMENTARY DOCUMENTS

13.1. Unless otherwise agreed between the Parties or instructed by the Committee, the respondent shall submit a written answer to the Statement of the Case ("Answer") within the fifteen (15) days following receipt of the Statement of the Case.

ARTICLE 14 – ORGANIZATION AND CONDUCTION OF HEARINGS

14.1. Hearings may be held for the production of evidence, unless otherwise agreed between the Parties and the Committee, upon due observance of the principles of equality between the Parties and of the full opportunity to defend and be heard (audi alteram partem).

*** See item 4 and Annex I of Resolution 10/2022 of the Presidency, concerning virtual hearings and meetings.**

ARTICLE 15 – ORGANIZATION AND TIME-PERIODS FOR ISSUANCE OF RECOMMENDATION OR DECISION

15.1. Upon receipt of the Statement of the Case or of the Answer, whichever is later, the Committee shall estimate the Extraordinary Fees and the costs needed to issue a Decision or Recommendation concerning the Statement of the Case, and inform the Parties and the Secretariat of Ciesp/Fiesp Chamber so that they arrange for the payment of the relevant amounts.

15.1.1. Unless otherwise instructed by the Committee, the Recommendations or Decisions shall be formally stated only after full payment of the Extraordinary Fees under Exhibit II of these Rules.

15.1.2. The date on which the Secretariat of Ciesp/Fiesp Chamber informs the Committee and the Parties of the full advance payment of the Extraordinary Fees and costs shall be deemed, for all purposes, the starting date of the time-period in which the Committee shall issue the Recommendation or Decision.

15.2. The Committee may, at any time, request that a Party provide additional clarifications in writing or supplementary documents to support it as it prepares its Decision or Recommendation. It may also set a date for the clarifications to be made orally, in that all interested parties shall be called. Each such request shall be notified in writing by the Committee to the Parties, with a copy to the Secretariat of Ciesp/Fiesp Chamber.

15.3. The Committee shall issue its Recommendation or Decision as soon as possible and, in any case, within no more than thirty (30) days from the Starting Date defined in Article 12.2. Said time-period may be extended at the request of the Committee, considering the nature and complexity of the Dispute, as well as other relevant circumstances.

ARTICLE 16 - CONTENT OF THE RECOMMENDATION OR DECISION

16.1. The Recommendations or Decisions shall mention the name of the Parties, the date on which they were issued, the findings of the Committee, as well as the reasons supporting them. In the event of an HC, a duly grounded statement on the nature of the deliberation at issue must be presented, i.e., why it is a Decision or a Recommendation.

16.2. The Recommendations or Decisions shall also mention the stipulation and the proration of the costs, expenses and fees resulting from submission of the Dispute.



16.2.1. Any reimbursements shall be made under Article 5.8 of Exhibit II of these Rules.

ARTICLE 17 - DELIBERATION OF THE RECOMMENDATION OR DECISION

17.1. Should the Committee be composed of three (3) Members, the Committee shall make its best efforts to decide unanimously. In the lack of unanimous decision, the Recommendation or Decision shall be issued by majority vote. If no majority vote is obtained, the Committee shall notify the Parties that it failed to succeed in deciding the issue and may recommend submission of the Dispute to the dispute resolution means provided in the contract.

ARTICLE 18 - CORRECTION AND CLARIFICATION ON THE RECOMMENDATION OR DECISION

18.1. By its own initiative, or upon request of the Parties, the Committee may correct any material error, typo or typographic error, or any similar mistakes found in the Recommendation or Decision, provided that such correction is submitted to the Parties within fifteen (15) days from the date of issuance of the Recommendation or Decision.

ARTICLE 19 – ADMISSIBILITY OF RECOMMENDATION OR DECISION IN SUBSEQUENT PROCEEDINGS

19.1. Unless otherwise agreed between the Parties, a Recommendation or Decision shall be accepted as evidence in any subsequent proceeding, provided that all the Parties to such subsequent proceeding have been Parties to said proceeding in the Committee wherein the Recommendation or Decision was issued.

ARTICLE 20 - COSTS

20.1. The Ciesp/Fiesp Chamber shall prepare a Table of Costs and Fees owed to the Committees Members and other expenses, stating the payment means and terms applicable thereto (see Exhibit II hereof).

20.2. The Table mentioned in Article 20.1 may be reviewed from time to time by the Ciesp/Fiesp Chamber, and apply to the Committees as of its publication.

20.3. All the expenses applicable and incurred as of formation of the Committee up until termination thereof shall be equally borne by the Parties, except in situations involving unilateral request for Extraordinary Meeting or Measure, Recommendations or Decisions, agreement to the contrary between the Parties or determination of the Committee.

20.4. Failure by either Party to pay the respective portion of the advance payment or of the effective payment of the monthly installment, fees and/or expenses, within the thirty (30) days following receipt of the collection document sent by the Ciesp/Fiesp Chamber automatically authorizes this latter to, without prejudice to other rights, suspend the services of the Committee after expiration of fifteen (15) days from the sending of a notice of suspension to both the Parties and the Committee Members. The suspension shall be effective until full payment of all amounts not paid. The responsibility for payment of both Members' Fees and Committee's expenses fall exclusively on the



Parties. The Ciesp/Fiesp Chamber shall not be liable in the event of lack of payment of any fees or Expenses Fund.

20.5. Failure to pay for Extraordinary Fees and any expenses by the Party who unilaterally requested the Extraordinary Meeting or Measure, Recommendation or Decision shall cause no examination of the Dispute by the Committee Members, unless the other Party pays for said costs.

20.6. If either Party fails to pay to Ciesp/Fiesp Chamber its portion of the fees and expenses upon the stipulated date, the other Party may pay for the outstanding amount, without such payment implying such Party's waiver of its rights. The Party making such payment shall be entitled, without prejudice to the other rights, to receive from the infringing Party all the amounts paid on such account, under the law.

ARTICLE 21 – GENERAL PROVISIONS

21.1. Under no circumstance shall the Members or Ciesp/Fiesp Chamber and/or its employees be held liable for any damages resulting from the Committee's activities. The Parties assume liability to the broadest and fullest extent for compensating the Committee Members, Ciesp/Fiesp Chamber and/or its employees for any damages resulting from or related to the activities of the respective Committee.

21.2. In all cases not expressly provided for in these Rules, the Committee shall act in accordance with the purposes underlying these Rules, by making all the efforts so that the Recommendations or Decisions be issued in a speedy manner and in due compliance with these Rules, the Contract and the applicable law.

21.3. The Ciesp/Fiesp Chamber may refuse to administer the Committee if the Contract's rules are inconsistent with the conduction of works and the administrative organization of the Ciesp/Fiesp Chamber, and confidential proceedings.