

**RULES**  
**OF THE COURT OF ARBITRATION IN MATTERS CONCERNING INTERNET DOMAIN NAMES**  
**AT THE POLISH CHAMBER OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS**

The following provisions constitute the Rules Court of Arbitration in Matters Concerning Internet Domain Names at the Polish Chamber of Information Technology and Telecommunications adopted by the Council of the Court on the basis of the Statutes of Court of Arbitration in Matters Concerning Internet Domain Names at the Polish Chamber of Information Technology and Telecommunications.

**I. GENERAL PROVISIONS**

**Article 1**

**DEFINITIONS**

In these Rules:

**“Rules”** mean these Rules of the Court of Arbitration in Matters Concerning Internet Domain Names at the Polish Chamber of Information Technology and Telecommunications;

**“Court”** means the Court of Arbitration in matters concerning internet domain names at the Polish Chamber of Information Technology and Telecommunications with its seat in Warsaw, established for the purpose of resolving disputes concerning infringement of the rights resulting from the conclusion of an agreement for the maintenance of an Internet domain name in the .pl domain;

**“Statutes”** means the statutes defining the organisation of the Court adopted by the Council of the Polish Chamber of Information Technology and Telecommunications;

**“Arbitrator”** means a person or three persons appointed to settle disputes between Claimant and Defendant, pursuant to provisions of these Rules, appointed from among the arbitrators entered in the List of Arbitrators of the Court of Arbitration in Matters Concerning Internet Domain Names at the Polish Chamber of Information Technology and Telecommunications;

**“Mediator”** means a person assigned to conduct mediation in accordance with the provisions of the Rules, from among the mediators entered in the List of Mediators of the Court of Arbitration in Matters Concerning Internet Domain Names at the Polish Chamber of Information Technology and Telecommunications. Mediator shall also mean the President of the Court temporarily entrusted by the Council of the Court to conduct mediation;

**“List of Arbitrators”** and **“List of Mediators”** means a list of persons maintained by the Court, who may be appointed or assigned to conduct proceedings in matters to be resolved pursuant to the Rules;

**“Arbitration Clause”** means a written agreement between Claimant and Defendant, or the form (defined in appendix 1 and 2 hereto), the contents of which is submission for resolution by the Court of a dispute between the parties resulting from an agreement for the maintenance of an Internet domain name in the .pl domain;

**“Claimant”** means the party filing a Suit pursuant to the Rules;

**“Suit”** means Claimant's written communication necessary to commence arbitration proceedings, prepared pursuant to the contents of the Rules;

**“Defendant”** means a subscriber of an Internet domain name in the .pl domain, against whom the suit is directed;

**“NASK”** means the Naukowa i Akademicka Sieć Komputerowa [*Research and Academic Computer Network*], a research and development entity with its seat in Warsaw – a registry of Internet domain names in the .pl domain;

“**Subscriber**” means a party to an agreement with NASK for maintaining an Internet domain name in the .pl domain;

“**PCITT**” means the Polish Chamber of Information Technology and Telecommunication with seat in Warsaw;

“**President of the Court**” means the body of the Court, referred to in § 2 clause 2 of the Statutes; if the President of the Court is unable to take action, the Vice-president of the Court shall act in his place;

“**Council of the Court**” means the body of the Court, referred to in § 2 clause 1) of the Statutes;

“**Court Secretary**” means the executive body of the Court, referred to in § 2 clause 3) of the Statutes;

## **Article 2**

### **APPLICABILITY**

1. The Rules comprise part of the Arbitration Clause unless parties agreed otherwise, and are applicable to the resolution of disputes concerning infringement of rights resulting from the conclusion of an agreement for the maintenance of an Internet domain name in the “.pl” domain.
2. Disputes between Claimant and Respondent concerning infringement of rights resulting from the conclusion of an agreement for the maintenance of an Internet domain name in the “.pl” domain shall be resolved pursuant to the Rules applicable on the day when the application for mediation or the pre-trial motion is filed with the Court.
3. The resolution of disputes is subject to the law of the Republic of Poland and the Rules. If a provision of the Rules is contrary to a strictly binding provision of Polish law, the strictly binding provision shall prevail.
4. The Rules apply in the event of disputes in which at least one of the parties has a registered seat or residence in the Republic of Poland. When the parties a dispute are exclusively legal persons or organizations, which are not legal persons, and have registered seats outside the Republic of Poland, or natural persons with a residence outside the Republic of Poland, the Arbitration and Mediation Rules of the World Intellectual Property Mediation and Arbitration Center in Geneva, Switzerland shall apply (WIPO Expedited Arbitration Rules for Domain Name Dispute Resolution under .pl).
5. In any matters not regulated in the Rules the provisions of the fifth part of the polish code of civil procedure shall govern.

## **Article 3**

### **DELIVERY AND TIME LIMITS**

1. Documents in the proceedings conducted under the Rules shall be sent electronically or faxed, unless the Rules require a written form. To the extend of possibility to send documents electronically, the parties jointly or the Arbitrator may decide of another form of sending them.
2. The party whose seat is located outside the territory of the Republic of Poland shall appoint an attorney ad litem or a person authorised to receive judicial writs, indicating the address of such person in Poland.
3. A document sent electronically shall be deemed delivered as of posting it, unless the transmission was deficient. A document sent by fax shall be deemed delivered as of posting it unless the fax transmission was deficient.

4. If the Court or the Arbitrator are not notified about a change of electronic mail address or fax number of a given party or other information necessary for delivery of a document, a document sent to the electronic mail address of a party, their fax number or other address last known to Arbitrator or the Court shall be deemed delivered.
5. Upon a claim of a party, upon a claim of an Arbitrator or at his own discretion the President of the Court may extend time limits described in the provisions of the Rules, in view of particular complexity of a case or in the event of other important circumstances.
6. The Arbitrator may reduce or extend the time limits set in the provisions of the Rules upon a consistent claim of the parties.

#### **Article 4**

#### **DOCUMENT FILING WITH THE COURT**

1. Prior to notice by the Court regarding appointment of an Arbitrator, all documents irrespective of their form, shall be delivered by the party to the Court, and copies thereof shall be filed with the other party.
2. After notice by the Court regarding appointment of an Arbitrator, all documents irrespective of their form, shall be filed by the party with the Arbitrator, and copies thereof shall be filed with the other party.
3. The Arbitrator shall send to the Court his every decision in original.
4. In organisational matters pertaining to the proceedings the parties shall contact the Court via the Court Secretary.

### **II. MEDIATION**

#### **Article 5**

#### **GENERAL PROVISIONS**

1. A person demanding from a Subscriber renunciation of the infringement of the rights may file an application for mediation with the Court.
2. Mediation may precede the commencement of arbitration proceedings.
3. Mediation may be conducted only upon the agreement of the Subscriber.
4. A Mediator shall be impartial and shall seek to attain agreement by the parties. Exclusions applicable to an Arbitrator, described in the Rules apply to a Mediator. In the event of exclusion of Mediator from proceedings, mediation shall be conducted by a person assigned by the President of the Court..
5. If the parties submit demands exceeding provisions concerning mediation and any costs arise thereof, and are accepted by the Court, the costs shall be paid by the party submitting the demand, or if the other party supports the demand – by the parties jointly. The Court may desist from further activity until the parties pay appropriate receivables.
6. Provisions concerning arbitration proceedings apply accordingly to mediation.

7. Until the appointment of the mediators by the Council of PCITT, the Council of the Court may temporarily entrust the President of the Court with conducting the mediation proceedings.

## **Article 6**

### **COMMENCING MEDIATION**

1. Commencing mediation is dependent on filing, by the party applying for mediation, of an induction fee in an amount prescribed in the Fee Schedule. The induction fee is non-refundable irrespective of the mediation outcome, even in the event of discontinuance of mediation proceedings.
2. The Court shall convey a proposal to conduct mediation to the Subscriber, delivering him a copy of the application for mediation. Consenting to conduct mediation, the Subscriber may put forward his own proposals aimed at reaching an amicable resolution of the dispute.
3. Absence of the consent to conduct mediation or failure to respond within seven days from the date of delivery to the Subscriber of the proposal to conduct mediation results in discontinuance of mediation proceedings.
4. When mediation is in progress the Mediator shall contact the parties in a manner he considers necessary under the circumstances of a given case.
5. When expressing consent to conduct mediation, the Subscriber shall make the final payment in the amount prescribed in the Fee Schedule. In the event of not paying the final payment within 14 days from delivering a summon to pay to the Subscriber by the Court, the mediation proceedings shall be discontinued.
6. The person applying for mediation, after the Subscriber agrees to conduct thereof, shall pay the final payment in an amount equal to the final fee paid by the Subscriber. The final fee is reduced by the amount of the induction fee.
7. Payment by the parties of the final fees is a condition for commencement of the mediation. The final payment is non-refundable irrespective of the mediation outcome, even in the event of discontinuance of mediation proceedings.
8. If the person applying for mediation pays the induction fee, the Subscriber pays his fee in full amount, and the person applying for mediation fails to pay the fee in full amount equal to the final fee, the mediation shall be discontinued, and the fee paid by the Subscriber shall be returned.
9. Discontinuance of the mediation proceedings in the cases, referred to in section 3, 5 and 8, shall take place on the basis of a decision issued by the President of the Court.

## **Article 7**

### **APPLICATION FOR MEDIATION**

1. An application for mediation, filed in a written form, along with its copy, should contain:
  - (i) information about the parties (name / first and last name, postal address, telephone number, fax number or electronic mail address)

- (ii) the domain name in dispute,
  - (iii) subject of the application,
  - (iv) a brief description of the factual and legal status of the case,
  - (v) listing of evidence showing the factual status.
2. If the application is incomplete, the President of the Court shall set a 7 day time limit to complete the application, on penalty of the application return. Returned application shall have no legal effect. The time limit, described above, may be restored on the justified request of the applicant.

## **Article 8**

### **CONDUCTING MEDIATION**

1. A Mediator assigned by the President of the Court will conduct mediation jointly or in caucus with each of the parties, depending on the will of the parties.
2. A Mediator may propose to the parties the text of a settlement concerning the domain name, pursuant to the legal provisions and justified interests of the parties.
3. The parties and the Mediator shall sign the settlement concerning the domain name.
4. The settlement is binding on the parties and shall be conveyed by the President of the Court to NASK for execution.
5. Mediation shall last no longer than thirty days from the filing of the application. The mediator sets time limits during mediation. The parties shall bear the consequences of violating the time limits.
6. If the parties do not come to terms, the Mediator shall declare the lack of agreement in writing and issue a decision on the discontinuance of the mediation proceedings, which shall be immediately notified to NASK by the President of the Court.
7. The conclusion of mediation with a lack of agreement does not foreclose the possibility of arbitration proceedings.

## **III. ARBITRATION PROCEEDINGS**

### **Article 9**

#### **FILING A SUIT**

1. Prior to commencing arbitration proceedings, Claimant shall:
  - (i) pay the administration fee in an amount prescribed in the Fee Schedule. The administration fee is non-refundable. A confirmation of the administration fee payment shall be attached to the information regarding the intent to commence proceedings, described below,
  - (ii) file a pre-trial motion with information on the intention to file a Suit, indicating the Defendant Subscriber and the internet domain name which the proceedings shall concern.

2. Immediately after receipt of the information from Claimant regarding the intent to commence a proceeding, the Court shall send the Claimant an Arbitration Clause for signing including the List of Arbitrators.
3. The Claimant shall return the signed Arbitration Clause within a time limit stipulated by the Court.
4. Immediately after signing the Arbitration Clause by the Claimant, the Court shall send the Defendant an Arbitration Clause to sign (app. No 2 to the Rules) together with the copy of the Arbitration Clause signed by the Claimant.
5. The Defendant shall return the signed Arbitration Clause within a time limit stipulated by the Court.
6. If one of the parties fails to sign the Arbitration Clause, the proceedings before the Court shall not be commenced. The Court shall immediately notify NASK of this.
7. The President of the Court may restore the time limit for the party to sign the Arbitration Clause in case of justification of circumstances making impossible to keep the time limit.
8. The Claimant shall file the paid Suit within 14 days from notification of the Claimant by the Court that the Arbitration Clause signed by the Subscriber has been served. If no Suit is filed, the President of the Court shall refuse to commence the proceedings and shall immediately notify the parties and NASK of this decision.
9. Commencing arbitration proceedings is dependent on paying the arbitration fee in an amount prescribed in the Fee Schedule. The arbitration fee shall be reimbursed only by the withdrawal of the Suit until the appointment of the Arbitrator in the proceedings.
10. If the Suit is incomplete, the President of the Court shall set a 7 day time limit for the Claimant to complete his Suit on penalty of the Suit return. Returned Suit shall have no legal effect. The Court shall immediately notify NASK of returning the Suit.
11. The President of the Court may restore the time limit for the Claimant to complete the Suit at his justified request.
12. Along with filing the Suit the Claimant shall submit its copies for every Defendant and the Arbitrator.
13. If it is not possible to serve the Arbitration Clause on the Defendant, arbitration proceedings may not be instituted. The President of the Court shall immediately notify the Claimant and NASK of this.
14. The President of the Court shall refuse to institute proceedings if the Defendant indicated by the Claimant is not the Subscriber of the disputed domain as at the day of filing the pre-trial motion.

## **Article 10**

### **SUIT**

1. The Suit should be prepared in writing and should contain:

- (i) the first and last name or the business name of the Claimant and Defendant, their residential or registered seats, telephone and fax numbers, as well as electronic mail addresses, and in the event of attorney representation, appropriate attorney information;
  - (ii) request for determination an infringement by the Defendant of the Claimant's rights by registering a domain name;
  - (iii) a citation of factual circumstances which justify the request, and to the extent necessary, which justify the competence of the Court;
  - (iv) if applicable, cite provisions of the Polish law which is the basis for the claim sought;
  - (v) show evidence supporting the circumstances cited;
  - (vi) if applicable, a request for the reimbursement of proceedings costs by Defendant pursuant to these Rules;
  - (vii) indicate an Arbitrator from the List of Arbitrators, previously sent by the Court.
2. If the Suit is filed through an attorney, the power of attorney shall be enclosed with the Suit.
3. The provisions of this Article do not preclude the possibility of other claims being sought by Claimant against Defendant in other proceedings.

## **Article 11**

### **RESPONSE TO SUIT**

1. Within 7 days from delivering the Suit to the Defendant, the Defendant shall provide the Court and the Claimant with a written Response to the Suit, which should contain:
  - (i) the first and last or business name of the Defendant, his residential or registered address, telephone and fax numbers, as well as electronic mail addresses, and in the event of acting by attorney, appropriate attorney information;
  - (ii) describe his defences, including lack of jurisdiction for the arbitration, pursuant to provisions of the Rules;
  - (iii) citation of factual circumstances to substantiate defences and present evidence to support the defences;
  - (iv) if applicable, citation of provisions of the Polish law being the basis for the defences;
  - (v) consent the resolution of the dispute by the Arbitrator indicated in the Suit, or indication of another Arbitrator from the List of Arbitrators.
2. If the Defendant does not in his response to the Suit put forward any defences, or fails to respond to the Suit, the Arbitrator shall issue an award after a comprehensive explication of all circumstances of the matter.

## **Article 12**

## **ATTORNEYS**

In arbitration proceedings conducted pursuant to the Rules, the parties may be represented by persons having appropriate authority. A natural person with full authority to act at law may act as attorney, irrespective of citizenship or professional qualifications.

## **IV. ARBITRATOR**

### **Article 13**

#### **NUMBER OF ARBITRATORS**

1. One Arbitrator conducts arbitration proceedings acting as an arbitration court within the understanding of the rules of Civil Procedure Code.
2. The parties may jointly request the proceedings be conducted by an arbitration court composed of three Arbitrators, and, unless the parties decide otherwise, each of the parties shall in writing appoint one Arbitrator from the List of Arbitrators, subsequently, the arbitrators appointed by the parties shall select a third Arbitrator from the List of Arbitrators. In the event of inaction by the parties exceeding 14 (fourteen) days from the date of notification of the Court regarding the intent to select a three person tribunal, or if the two arbitrators do not select a third within 14 (fourteen) days from the date of their appointment, the Arbitrator shall be indicated by the President of the Court.

### **Article 14**

#### **APPOINTMENT OF ARBITRATOR BY THE PARTIES**

1. The parties appoint an Arbitrator in the following manner:
  - (i) Claimant shall indicate an Arbitrator in the Suit from the List of Arbitrators.
  - (ii) In the Response to the Suit, Defendant may agree to the appointment of the Arbitrator indicated by Claimant or indicate another Arbitrator from the List of Arbitrators made available by the Court.
  - (iii) In the event Claimant indicates an Arbitrator other than the one listed in the Suit, Claimant may express agreement to the appointment of the Arbitrator indicated by Defendant and shall notify the Court and Defendant thereof within 3 (three) days of the delivery by the Court the information regarding the Defendant's position regarding appointment of an Arbitrator.
  - (iv) In the event Defendant does not take a stand on appointment of an Arbitrator within the time limit stipulated by the Court, the Arbitrator shall be appointed pursuant to Article 15.
2. The parties may propose candidates for Arbitrators within the time limit set in section 3.
3. If the parties do not appoint an Arbitrator within 21 days from the date of Suit delivery to the Court, the Arbitrator shall be appointed pursuant to Article 15.

### **Article 15**

## **SUBSTITUTION APPOINTMENT**

1. If no Arbitrator has been appointed in the manner described in Article 14, one shall be appointed in the following manner:
  - (i) The Court shall send to each party an identical List of Arbitrators, which shall contain the names of at least three Arbitrators in alphabetical order along with a brief description of their qualifications.
  - (ii) Each of the parties may cross off from the List of Arbitrators names of persons it objects to being appointed, and number the remaining names in order of preference.
  - (iii) Each of the parties shall return the List of Arbitrators along with crossed off names to the Court the next business day after said list is delivered. It is considered that a party, which does not return the marked list within that time, does not object to the appointment of any of the persons listed on the List of Arbitrators as an Arbitrator.
  - (iv) Immediately after receiving the list from the parties, or if the list is not returned - after the time limit described in the preceding paragraph has elapsed, the President of the Court shall appoint a person from the List of Arbitrators as the Arbitrator appointed to resolve the dispute described in the Suit, according to the preferences and objections submitted by the parties.
2. If the Arbitrator is not appointed in the manner indicated in section 1, or the person proposed by the parties cannot be an Arbitrator in the given matter or there is a probability of reasons which make Arbitration service impossible for a given person, and no person remains on the list, which a party has not opposed, the President of the Court shall appoint an Arbitrator of its choice from the List of Arbitrators.

### **Article 16**

#### **ACCEPTANCE OF THE ARBITRATOR FUNCTION**

1. No later than within three days from the receipt of notice regarding an Arbitration appointment, Arbitrator shall notify the Court in writing whether he or she accepts said appointment. In the event of violation of this time-limit or refusal to accept the function, the Court shall immediately notify the parties. If the parties fail to choose another Arbitrator within three days, the President of the Court shall immediately appoint an Arbitrator from the List of Arbitrators.
2. The Court shall immediately notify the parties regarding Arbitrator appointment and convey documents of the case to the Arbitrator who has accepted appointment.
3. In accepting the matter for resolution, Arbitrator shall complete the arbitration proceedings within the time limit specified on the basis of the provisions of the Rules, unless this is not possible due to the need to explicate all circumstances of the case.

### **Article 17**

#### **IMPARTIALITY OF THE ARBITRATOR**

1. An Arbitrator shall be impartial and neutral in resolving a dispute submitted thereto.

2. Prior to accepting a matter for resolution, an Arbitrator shall disclose to the parties and the Court any and all circumstances, which may give rise justified doubts as to his or her impartiality and neutrality, or shall otherwise confirm in writing that such circumstances do not exist.

#### **Article 18**

#### **QUALIFICATIONS OF THE ARBITRATORS AND MEDIATORS**

1. The Council of PCITT shall enter persons in the List of Arbitrators and the List of Mediators.
2. A person who has full legal capacity, enjoys all public rights, has the necessary legal knowledge and professional experience and has completed legal studies and work as legal counsels (radca prawny) or attorneys (adwokat), patent agents or have at least a doctorate in law may be entered in the List of Arbitrators and the List of Mediators.

#### **Article 19**

#### **EXCLUSION OF THE ARBITRATORS AND MEDIATORS**

1. Arbitrator shall immediately disclose to the parties and the Court any and all circumstances which may give rise to justified doubts as to his or her impartiality or neutrality.
2. A party may request Arbitrator exclusion, should circumstances occur, which give rise to justified doubts as to his or her impartiality or neutrality.
3. A written exclusion request, listing justification thereof, should be sent simultaneously to the Court, the Arbitrator, and the opposing party, no later than within two days from the date of becoming aware of circumstances which give rise to justified doubts as to the Arbitrator's impartiality or neutrality. An exclusion request may be submitted orally on the record during a trial.
4. Within 2 (two) days from receipt of the Arbitrator exclusion request or from the oral submission of the request during a trial, the other party and the Arbitrator may present in writing their positions regarding this matter to the Court, to the party requesting exclusion, as well as to Arbitrator.
5. Arbitrator may suspend the arbitration proceedings until resolution of the exclusion issue.
6. Decisions regarding Arbitrator exclusion shall be made by the President of the Court in consultation with the Council of the Court within 5 (five) days from the filing of the request. If the request is accepted, another Arbitrator shall be appointed in the manner described in Article 15.
7. The rules pertaining to the exclusion of Arbitrators shall apply to Mediators accordingly.

#### **Article 20**

#### **DISMISSING ARBITRATORS OR MEDIATORS**

1. The Parties or the President of the Court may dismiss an Arbitrator or a Mediator from the proceedings at his or her request.

2. If the Arbitrator or Mediator becomes unable to fulfil his or her duties, or if the continuance of the proceedings by him or her would violate the law, the parties shall select another Arbitrator pursuant to articles 14,15 and 16.

#### **Article 21**

### **REPETITION OF PROCEEDINGS**

In the event of the appointment of a new Arbitrator or Mediator in the case, the arbitration or mediation proceedings should be repeated in full, unless the parties agree otherwise, and the new Arbitrator or Mediator does not object.

#### **Article 22**

### **LACK OF JURISDICTION**

1. In a written decision the Arbitrator shall resolve allegations regarding jurisdiction of the Court, which was based on the provisions of the Rules.
2. In a written decision the Arbitrator shall resolve allegations regarding the validity and scope of the Arbitration Clause contained in a separate agreement.
3. The allegations listed in sections 1 and 2 may be raised no later than in the Response to the Suit.
4. The Arbitrator shall consider allegations listed in sections 1 and 2 before resolving the matter of the case.

## **V. CONDUCTING THE ARBITRATION PROCEEDINGS**

#### **Article 23**

### **GENERAL PROCEEDINGS PRINCIPLES**

1. Arbitrator shall assure equal treatment of the parties during arbitration proceedings.
2. Arbitrator shall enable parties to present their positions in the matter, however, he should counteract prolongation of the arbitration proceedings by a party. The time limits set in the Rules may be extended only in exceptional cases. Extension of time limits, excluding the situation when the parties jointly submit therefore, depends on the Arbitrator and may not be challenged by the parties.
3. The language of the proceedings shall be Polish, unless the Arbitrator decides otherwise upon joint request of the parties.
4. All documents prepared in languages other than the Polish language shall be accompanied by translations into the Polish language, unless the Arbitrator decides otherwise upon the joint request of the parties.
5. Arbitrator shall issue an award or other decision in the Polish language.

#### **Article 24**

### **COMMUNICATION BETWEEN THE PARTIES AND THE ARBITRATOR**

Unless the Rules state otherwise, neither the parties nor their attorneys may contact the Arbitrator in matters concerning the proceedings in the absence of the other party. The Arbitrator may stipulate that any and all correspondence in the case shall be delivered to him via the Court Secretary or President of the Court.

#### **Article 25**

#### **EVIDENCE**

1. The Arbitrator shall decide about party's motions as to evidence according the Arbitrator's discretion. The Arbitrator may, in particular, admit documentary evidence, evidence by parties hearing, witness' testimonial evidence and experts' opinion evidence.
2. The Arbitrator may request from a party documents or other evidence material of essential relevance to the resolution of the matter and may also request from a party an access for an expert to certain evidence in possession of a party.
3. If the Arbitrator allows the witness' testimonial evidence or experts' opinion evidence, which was not requested by the parties – the Court summons the witness or the expert.
4. Arbitrator may issue an award on the basis of collected evidentiary material, if neither of the parties avails itself of the opportunity to present additional evidence within the time set by Arbitrator.

#### **Article 26**

#### **WITNESSES**

1. The motion to summon a witness should contain the identity and address of the witness the party wishes to call, the subject of said testimony and its relevance to the resolution of the matter.
2. Arbitrator may limit or reject a witness' testimonial evidence.
3. Until an award is issued, the costs of testimony by the witness shall be borne by the party calling the witness.
4. If the witness fails to appear at a hearing in order to testify, Arbitrator shall not set another hearing, irrespective of the reasons witness did not appear at the hearing. However, Arbitrator may permit witness to testify in writing within a time set by Arbitrator, however, the text of a declaration so filed should immediately be made available to both parties.
5. A witness may be present in the hearing room only during his or her testimony, unless Arbitrator decides otherwise.

#### **Article 27**

#### **EXPERTS**

1. The Arbitrator may appoint one or more independent experts, who shall file an opinion therewith regarding issues indicated by Arbitrator. The expert shall sign a confidentiality agreement. The Claimant or the Defendant may request an expert's opinion in the Suit or in the Response to the Suit respectively.
2. After receipt of the expert's opinion, Arbitrator shall convey copies thereof to the parties.

3. In the event a hearing is set and an expert is appointed therefore, the parties shall be able to question the expert. In the event a hearing is set, a party may also present the opinion of its own expert regarding issues covered by the subject matter of the hearing and may question the expert, during which questioning provisions of Article 26 are applicable.

## **Article 28**

### **HEARINGS**

1. At the request of both parties or at its own discretion, should it find such to be necessary for the comprehensive explication of the circumstances of the case, Arbitrator may order a hearing for purposes of hearing testimonial evidence of witnesses, expert opinions or parties hearing.
2. Arbitrator shall notify the parties about the time and venue of the hearing no later than 5 (five) business days prior to the date of its occurrence.
3. Hearings are not open to the public, i.e. shall be held only in the presence of the parties or their attorneys, the Court Secretary, and persons called by the Arbitrator.
4. Arbitrator shall conduct the hearing.
5. Non-appearance of a party or its attorney at a hearing about which they were properly noticed does not suspend the proceedings.
6. A record of the hearing shall be drawn up by the Court Secretary, signed by the Arbitrator and the Court Secretary. The Arbitrator may order recording of the hearing by means of equipment recording sound and the persons participating in the hearing should be so warned before such equipment is activated.

## **Article 29**

### **CLOSING OF THE PROCEEDINGS**

1. Upon the lapse of the time limit defined in Article 25 section 4, the Arbitrator shall close the proceedings should he find all circumstances, which have material impact for the resolution of the case, to have been explicated. Arbitrator should make all efforts to do it within 30 days from his/her acceptance of the appointment.
2. If the proceedings have not been closed within the time described in item 1, Arbitrator shall present to the President of the Court explanations in writing concerning the status of the arbitration proceedings, with a copy for each of the parties. Further explanations shall be conveyed to the President of the Court by the Arbitrator, with a copy for each party, every 14 (fourteen) days, until the closing of the proceedings.
3. The Arbitrator shall immediately inform the parties and the Court of closing the examination proceedings, while setting a time limit for submitting motions for the reimbursement of the costs of proceedings.

## **VI. AWARDS**

### **Article 30**

#### **ISSUANCE OF THE AWARD**

1. In resolving the case, the Arbitrator shall issue an award in the understanding of the code of civil procedure.
2. The award should be prepared in writing and contain:
  - (i) the date and place of issuance;
  - (ii) first and last name or business name each of the parties and their respective residential or registered addresses;
  - (iii) first and last name of the Arbitrator;
  - (iv) list the parties' agreement, which is the basis for the Arbitrator's authority (entry for the arbitration court);
  - (v) resolution of the parties' requests (verdict);
  - (vi) cite the considerations taken into account in issuing the decision (justification), and
  - (vii) Arbitrator's signature, and in the event of the resolution of the matter before three Arbitrators, the decision is signed by at least two.
3. The decision should be issued within 10 days from the closing of the proceedings.
4. The Court shall convey to each of the parties, with a signed notice or proof of receipt, a copy of the award signed by Arbitrator like the original. The award in original and copies of the award are sealed with the Court stamp and shall be signed also by the President of the Court. The award in original shall be kept with the documents of the case in the Court's archives. The Court shall immediately deliver a copy of the award to NASK.
5. The award is binding on the party at the moment of its delivery.
6. If the case was resolved by three Arbitrators, decisions are issued by the majority thereof, unless the parties decide otherwise. However, a single head Arbitrator may decide procedural matters, if he or she has been authorized therefore by the parties or the arbitration court.
7. Provisions concerning the award shall apply respectively to other decisions of the Arbitrator concerning the case.

### **Article 31**

### **SETTLEMENT**

At any time during the arbitration proceedings parties may conclude a settlement before the Arbitrator, who shall confirm settlement conclusion by signing its text along with the parties. Original copies of the settlement shall be conveyed to the Court and to the parties. A copy of the settlement shall be immediately conveyed by the Court to NASK.

### **Article 32**

### **DISCONTINUANCE OF THE PROCEEDINGS**

1. The Arbitrator shall issue a decision discontinuing the arbitration proceedings if:
  - (i) The Claimant withdraws the Suit, unless the Defendant objects thereto, and the Arbitrator finds that the Defendant has a legal interest in obtaining a judgment as relates to the essence of the matter;
  - (ii) both parties jointly move for the proceedings to be discontinued;
  - (iii) if the parties reach a settlement;
  - (iv) the Arbitrator finds continuation of the proceedings has become unnecessary or impossible for other reasons.
2. The Court shall immediately convey the information on the discontinuance of the arbitration proceedings to NASK.

### **Article 33**

#### **CORRECTION AND INTERPRETATION OF THE AWARD**

1. Within 30 days from the delivery of the award, the party may request correction of any possible wording or calculation errors. Such request shall be sent by the party to the Court and to the other party. If the Arbitrator finds the request to be justified, he shall do the correction within 14 days of the filing of the request, by issuing a decision.
2. By means of an appropriate a decision, the Arbitrator may correct any wording or calculation errors acting by himself or upon a request by the party.
3. Within 30 days from the issuance of the award, unless the parties have set another date, each of the parties after notifying the other party, may request from the Arbitrator interpretation of the conclusion of the award. If the Arbitrator finds such request justified, he shall provide the interpretation within thirty days from the receipt of the request. The interpretation comprises an integral part of the award.

### **VII. COSTS OF THE PROCEEDINGS**

#### **Article 34**

#### **INDUCTION FEE AND ADVANCES ON COSTS**

4. Before filing a pre-trial motion , the Claimant should pay the administration fee. The administration fee is non-refundable.
5. Amounts of fees are prescribed in the Fee Schedule.
6. If the Claimant fails to pay the induction fee within the time limit, the Suit shall be rejected after 14 days of the receipt by the Claimant of an summon to pay the fee.
7. The party who requests certain actions in the arbitration proceedings, which were not applied for in the Suit or in the Response to the Suit, or conducting actions outside the Court's seat, shall pay to the Court an advance on predictable costs of performing thereof in the specified amount. If the party fails to pay, the actions shall not be performed.

8. The costs of hearings outside the Court's seat shall be paid by the parties.

#### **Article 35**

#### **AWARDING COSTS OF THE PROCEEDINGS**

1. Pursuant to Article 29 section 3, a party should file with Arbitrator a list of all costs of the arbitration proceedings incurred thereby. These costs may include the induction fee, costs incurred by the party in conducting evidence in the examination proceedings, as well as reasonable costs of representation and legal assistance in the matter. The party should append documents substantiating incurring of said costs.
2. Taking into account the application described in paragraph 1, Arbitrator shall set and adjudge in Zloty the costs of the arbitration proceedings to the winning party from the losing party.
3. The costs of the proceedings may be mutually annulled, or shared in appropriate proportion between the parties.

#### **VIII.CONFIDENTIALITY**

#### **Article 36**

#### **CONFIDENTIAL INFORMATION**

1. Within the understanding of this Article, confidential information shall mean all information, irrespective of the medium on which it is recorded, which is:
  - (i) in the possession of a party,
  - (ii) not disclosed for public information,
  - (iii) technical, technological, commercial or organizational information, material to a company,
  - (iv) the subject of the entrepreneur's activities, necessary for the purpose of maintaining the confidentiality thereof.
2. The party claiming confidentiality of information it intends to or is obligated to present in an arbitration proceedings, including presentation thereof to an expert, shall file with the Arbitrator, along with a copy for the other party, a motion for the treatment of the given information as confidential and indicate the reasons why it considers the information confidential.
3. The Arbitrator shall decide on what conditions and to whom confidential information may be disclosed in whole or in part and shall require from the person to whom such information shall be disclosed a written declaration to maintain the confidentiality of disclosed information.

#### **Article 37**

#### **CONFIDENTIALITY OF THE PROCEEDINGS**

1. Any information conveyed by the parties, the Arbitrator, the Mediator or other persons participating in the arbitration proceedings, may not be disclosed to third parties by other persons participating in the

proceedings including the Arbitrator, the Mediator, the President of the Court, the Court Secretary and Members of the Council of the Court. The prohibition of disclosing information concerning the proceedings includes the fact of its commencement.

2. The prohibition of disclosing information concerning the arbitration proceedings may be exempted in the following cases:
  - (i) if the provisions of law so require,
  - (ii) the parties have so agreed,
  - (iii) if such is necessary in order to continue the proceedings after the Arbitrator has issued a decision to this effect.
3. Awards selected by the Council of the Court and the justification thereof shall be published by the Council of the Court on the internet website of the Court or in the information materials but within 14 days from the delivery of the award, the parties may demand the exclusion from the publication of certain data which allow their identification.
4. The President of the Court may consent to the publication of all or selected theses of the awards issued by the Court in the media, including the press. Within 14 days from the delivery of the award, the parties may demand the exclusion from the publication of certain data which allow their identification.
5. The party calling a witness shall be responsible for the maintenance of confidentiality by the witness to the extent required from the party.

## **IX. FINAL PROVISIONS**

### **Article 38**

#### **EXCLUSION OF LIABILITY**

1. Neither the Arbitrator nor the Mediator or members of the bodies of the Court shall be liable for any damage arising from their activities or omissions related to the arbitration proceedings conducted pursuant to these Rules, unless intentional fault on their part has been found.
2. The parties hereby renounce any claims against the persons and to the extent described in section 1.

*Unified text of the Rules was adopted by the Council of the Court on 28<sup>th</sup> of May, 2008.*

*The Rules come into force on 1<sup>st</sup> of June, 2008.*