

RULES OF ARBITRATION OF THE COURT OF THE ASSOCIATION OF EUROPEAN ATTORNEYS (AEA)

Arbitration and Mediation

Chapter I – General Provisions

§ 1 – Arbitration Court

1. The Arbitration Court at AEA (ASSOCIATION OF EUROPEAN ATTORNEYS), hereinafter referred to as the “Court,” “Arbitration Court,” or “Court of Arbitration at AEA,” is a permanent arbitration court.
2. The seat of the Court is in Berlin, Federal Republic of Germany.

§ 2 – Jurisdiction of the Court

1. The Court of Arbitration at AEA shall have jurisdiction when:
 1. The parties have contractually agreed to submit to the Court any disputes arising or that may arise between them in connection with a specific legal relationship.
 2. The defendant, upon whom the application initiating proceedings along with the plaintiff’s request for submission to the Court’s jurisdiction has been served, has previously accepted the Court’s jurisdiction through a contract or a separate written statement.
 3. A reference to the Court is included in the contract (articles of association) of a commercial company, civil partnership, or in the articles of association of a cooperative, foundation, association, or other organization.
2. The parties may agree that disputes arising between them in connection with a particular legal relationship shall be settled by ad hoc arbitration administered by the Court of Arbitration at AEA.
3. The Court of Arbitration at AEA also conducts mediation based on:
 1. A request for an amicable settlement,
 2. A mediation agreement,
 3. A court order directing the parties to mediation, provided neither party objects.

§ 3 – Scope of Jurisdiction

The parties may submit to the Court any dispute concerning property rights or non-property rights—provided the dispute is capable of settlement by agreement—except for alimony cases.

§ 4 – Determination of Jurisdiction

1. The President of the Court shall have exclusive authority to determine the Court’s jurisdiction, as well as the existence, validity, and scope of the arbitration agreement (arbitration clause).
2. The President of the Court shall be the President of AEA.
3. An objection to the Court’s jurisdiction must be raised before the merits of the case are discussed.
4. If an objection to the Court’s jurisdiction is upheld, the claim shall be dismissed in a court hearing or session.
5. Sample Arbitration Clause:

Any disputes arising out of or related to this agreement shall be finally settled under the Arbitration Rules of the Court at AEA (ASSOCIATION OF EUROPEAN ATTORNEYS), in force on the date of commencement of the proceedings, by an arbitrator appointed in accordance with the said Rules.

§ 5 – Place of Proceedings

1. The formal venue for proceedings shall be Berlin, unless otherwise agreed by the parties and confirmed by the Court. As a general rule, hearings are conducted remotely (online). The Court Secretariat shall arrange and provide activation links for remote hearings.
2. At the commencement of proceedings, all parties and relevant persons must provide their email addresses and telephone numbers for communication with the Court Secretariat and the Tribunal.

§ 6 – Procedural Principles and Prevention of Delays

1. Unless otherwise agreed, the parties shall be bound by the Rules of Procedure in force on the date of submission of the dispute. However, the Arbitrator shall consider the arbitration agreement and any procedural rules agreed upon by the parties.
2. In ad hoc proceedings, the Rules shall apply unless otherwise agreed by the parties.
3. In disputes where a settlement is possible, the Arbitrator shall encourage an amicable resolution at every stage of the proceedings.

§ 7 – Equal Treatment of Parties

1. The Arbitrator shall ensure equal treatment of the parties and act with impartiality.
2. Each party shall have the right to be heard and present its claims, arguments, and supporting evidence.
3. Preclusion of Evidence: To promote efficiency, parties must present all factual claims, defenses, and evidentiary requests at the earliest stage of the proceedings or within the deadline set by the Court.
4. Arbitration proceedings shall not exceed three months from the date of receipt of the application.
5. All submissions, pleadings, and other documents must be filed electronically.

§ 8 – Language of Proceedings

1. The parties may agree on one of the following languages for the proceedings: English, French, German, Spanish, Italian, or Russian.
2. In the absence of agreement, the default language of proceedings shall be English.

§ 9 – Service of Documents and Notices

1. All official communications shall be sent to the email address provided by the party or its legal representative.
2. A document shall be deemed served when it is:
 - Handed to the addressee in person,
 - Delivered to the registered email or business address of the recipient,
 - Sent to the postal address on record.
3. If an entrepreneur or entity is listed in a public register, service is deemed effective when sent to the registered address unless the party provides an alternative address.
4. If the recipient's address cannot be determined despite due diligence, service shall be deemed completed when sent to the last known business or residential address.

§ 10 – Liability

Neither AEA, its employees, arbitrators, mediators, nor other Court officials shall be liable for damages arising from acts or omissions in arbitration or mediation proceedings, unless caused intentionally.

Chapter II – Arbitrators and Mediators

§ 11 – Qualifications

1. Arbitrators and mediators must be natural persons with full legal capacity and full public rights.
2. They must act impartially, independently, and ethically.
3. They must decline appointments if any circumstances raise reasonable doubts about their impartiality or if they lack the required qualifications.
4. If an arbitrator or mediator refuses the appointment, they must notify the President of the Court immediately.
5. Before receiving the case file, arbitrators and mediators must sign a Declaration of Independence and Impartiality.

§ 12 – Lists of Arbitrators and Mediators

1. The Court maintains a List of Arbitrators Recommended by AEA and a List of Mediators Recommended by AEA.
2. Only individuals with good character, full legal capacity, and professional qualifications may be listed.
3. The President of the Court decides on inclusion or removal from these lists.

§ 13 – Sole Arbitrator

All arbitration proceedings shall be conducted by a sole arbitrator.

§ 14 – Appointment of Arbitrators

1. The parties may appoint any qualified person as an arbitrator, provided they meet the requirements of these Rules.
2. Arbitrators must be selected from the List of Arbitrators.

§ 15 – Appointment Process

1. The President of the Court shall invite each party to appoint an arbitrator within three weeks, providing them with the List of Arbitrators.
2. If a party fails to appoint an arbitrator, the President of the Court shall make the appointment.

§ 16 – Arbitrator Agreement

The Registrar General of the Court shall sign an Agreement with the Arbitrator, specifying the arbitrator's remuneration and duties.

§ 17 – Disqualification of an Arbitrator

1. An arbitrator may be disqualified if circumstances arise that raise justified doubts about their impartiality, independence, or qualifications.
2. A request for disqualification must be submitted in writing to the President of the Court, stating the reasons.
3. The request must be made within two weeks of learning about the disqualifying circumstances.

Chapter III – Replacement of Arbitrators and Continuation of Proceedings

§ 18 – Replacement of an Arbitrator and Continuation of Proceedings

1. An arbitrator shall be replaced in the event of death, resignation, exclusion, dismissal by the parties or the President of the Court through an official order, as well as in the event of refusal or inability to conclude an Arbitrator Agreement.
2. An arbitrator may resign at any time by submitting a written resignation to the President of the Court, stating the reasons. If the resignation is without valid cause, the arbitrator may be held liable for any damages caused.
3. The parties may jointly remove an arbitrator at any time by submitting a written and mutually agreed statement to the President of the Court. If there are multiple claimants or respondents, a majority agreement is required.
4. Either party may apply to the President of the Court for the dismissal of an arbitrator if:
 - The arbitrator fails to perform his or her duties properly,
 - There is clear evidence of undue delay in handling the case.
5. If an arbitrator needs to be replaced, the President of the Court shall decide whether a new arbitrator will be appointed by the parties, the Court, or the existing arbitrators.

Chapter VI – Proceedings Before the Court

§ 19 – Initiation of Arbitration Proceedings

1. Arbitration proceedings shall commence upon the submission of a Statement of Claim.

2. The plaintiff must clearly state the relief sought, the facts supporting the claim, and the evidence on which the claim is based.

§ 20 – Statement of Claim (Lawsuit)

1. The Statement of Claim shall be submitted in the language of the proceedings. If the language is not English, a translation into English must be provided.

2. The Statement of Claim must include:

1. Identification of the parties, including addresses, and for legal entities, an extract from the relevant court or public register. The claimant shall also provide, if possible, the email addresses and telephone numbers of all defendants.

2. A reference to the arbitration agreement (arbitration clause) or other justification for the Court's jurisdiction.

3. The value of the dispute (monetary claim or subject matter valuation).

4. A precise statement of the claim, including the legal and factual basis, and supporting evidence.

5. Contact details, including an email address for the party and their legal representative.

3. The Statement of Claim may include:

- The appointment of a party-selected arbitrator, or
- A request for the President of the Court to appoint an arbitrator.

4. If a legal representative is acting on behalf of a party, a Power of Attorney must be attached, along with the representative's address, email, and telephone number.

§ 21 – Payment of Fees and Correction of Deficiencies

1. The Registrar General of the Court shall notify the claimant to pay the registration fee and the arbitration fee within a maximum period of three weeks. The applicable fees are outlined in the Tariff of Fees for the Court of Arbitration at AEA.

2. If the Statement of Claim is incomplete, or the fees are not paid in full, the President of the Court may order the return of the claim.

3. If an arbitrator has not been named, the President of the Court shall instruct the claimant to appoint one.

§ 22 – Communications During Proceedings

All communications, pleadings, and submissions during the arbitration proceedings shall be sent to the Court exclusively via email to the designated case-specific email address.

§ 23 – Response to the Statement of Claim

1. Once the Statement of Claim is accepted and the registration and arbitration fees are paid, the President of the Court shall:

- Provide the claimant with the Rules of Procedure and the List of Arbitrators,
- Notify the respondent and invite them to submit a Response to the Claim within a specified period of at least 14 days,
- Inform the claimant of the appointed arbitrator and invite the respondent to appoint their arbitrator.

2. Failure to submit a response does not suspend the arbitration proceedings.

Chapter V – Awards and Orders

§ 24 – Decisions of the Court

1. The arbitrator shall decide the case by issuing an arbitral award (sentence). The award is binding on the parties, who agree to comply with it by submitting to the jurisdiction of the Court.
2. The President of the Court shall issue procedural orders in matters where an arbitral award is not required.

§ 25 – Arbitral Award

The arbitral award shall be issued within seven days following the final hearing. The Registrar General of the Court may, at the arbitrator's request, extend this deadline if necessary due to the complexity of the case or other relevant circumstances.

Chapter VI – Mediation

§ 26 – Initiation of Mediation Proceedings

1. Before commencing proceedings in arbitration or court, a party may request mediation through the Court of Arbitration at AEA in accordance with these Rules.

2. A Request for Mediation must include:

- The identification of the parties,
- A summary of the dispute,

- The applicant's signature,
- A list of supporting documents.
- If the parties have a written mediation agreement, a copy of the agreement must be attached.

§ 27 – Payment of the Mediation Fee and Notification to the Other Party

1. The Registrar General of the Court shall notify the applicant to pay the registration fee and half of the mediation fee as per the Tariff of Fees.
2. Once the fee is paid, the Registrar shall notify the other party, requesting:
 - Their consent to mediation, and
 - Payment of the remaining half of the mediation fee within three weeks.
3. If the other party does not agree to mediation, the mediation fee is refunded to the applicant.

§ 28 – Appointment of a Mediator

1. If both parties agree to mediation and pay the required fees, the Secretary-General of the Court shall invite them to jointly appoint a mediator within three weeks, providing them with the List of Mediators.
2. If the parties fail to appoint a mediator, the President of the Court shall appoint one from the List of Mediators.
3. The provisions applicable to arbitrators shall apply mutatis mutandis to mediators.

§ 29 – Mediation Proceedings

1. The mediator shall hold a mediation session, listen to both parties, and propose amicable solutions.
2. The mediator may communicate with the parties jointly or separately to facilitate a settlement.
3. The mediator should seek to conclude mediation at the first session, unless agreed otherwise.
4. Statements made during mediation cannot be used in arbitration or court proceedings, unless otherwise agreed by the parties.

§ 30 – Conclusion of Mediation

1. If a settlement is reached, the mediator shall draft a Settlement Protocol, signed by both parties and the mediator.

2. If mediation does not result in a settlement, the mediator shall formally declare the mediation unsuccessful.

§ 31 – Award Based on a Settlement Agreement

1. Upon joint request, the President of the Court may appoint the mediator as an arbitrator to issue an arbitral award based on the settlement.

2. The parties must pay the arbitration fee for this service, considering any previously paid mediation fees.

§ 32 – Applicability of Arbitration Rules to Mediation

All provisions of these Rules concerning arbitrators apply equally to mediators.