

<p style="text-align: center;"><b>WIPO EXPEDITED ARBITRATION RULES FOR DOMAIN NAME DISPUTE RESOLUTION UNDER .PL</b></p>
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(Effective from January 20<sup>th</sup>, 2003)

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## **I. GENERAL PROVISIONS**

### **Abbreviated Expressions**

#### ***Article 1***

In these Rules:

"Arbitration Agreement" means an agreement by the parties to submit to arbitration all or certain disputes that have arisen or that 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;

"Claimant" means the party initiating an arbitration;

"Respondent" means the party against which the arbitration is initiated, as named in the Request for Arbitration;

"Tribunal" means the sole arbitrator;

"WIPO" means the World Intellectual Property Organization;

"Center" means the WIPO Arbitration and Mediation Center, a unit of the International Bureau of WIPO;

"NASK" means the Naukowa i Akademicka Sieć Komputerowa [*Research and Academic Computer Network*], a research and development entity having its seat in Warsaw and acting as registry for the .PL domain;

Words used in the singular include the plural and vice versa, as the context may require.

### **Scope of Application of Rules**

#### ***Article 2***

(a) These Rules shall apply to any dispute relating to an infringement of a third person's rights arising from the registration or use of Internet Domain Names registered under .PL, where both parties to the dispute are registered or resident outside the Republic of Poland.

(b) Where an Arbitration Agreement provides for arbitration under the WIPO Expedited Arbitration Rules, these Rules shall be deemed to form part of that Arbitration Agreement and the dispute shall be settled in accordance with these Rules, as in effect on the date of the commencement of the arbitration, unless the parties have agreed otherwise.

### ***Article 3***

- (a) These Rules shall govern the arbitration, except that, where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
- (b) The law applicable to the arbitration shall be determined in accordance with Article 48(b).

### **Notices and Periods of Time**

### ***Article 4***

- (a) Any notice or other communication that may or is required to be given under these Rules shall be in writing and shall be delivered electronically via the Internet, provided a record of its transmission is available, by expedited postal or courier service, transmitted by telefax, or other means of telecommunication that provide a record thereof.
- (b) A party's last known residence or place of business shall be a valid address for the purpose of any notice or other communication in the absence of any notification of a change by that party. Communications may in any event be addressed to a party in the manner stipulated or, failing such a stipulation, according to the practice followed in the course of the dealings between the parties.
- (c) 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 or, in the case of telecommunications, transmitted in accordance with paragraphs (a) and (b) of this Article.
- (d) 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 dispatched, in accordance with paragraphs (a) and (b) of this Article, prior to or on the day of the expiration of the time limit.
- (e) For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice or other communication is 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 that follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

- (f) The parties may agree to reduce or extend the periods of time referred to in Articles 12, 15(b), 38(a) and 43(b) .
- (g) The Center may, at the request of a party or on its own motion, extend the periods of time referred to in Articles 12, 15(b), 38(a), 43(b), 55(c), and 58(d).
- (h) The Center may, in consultation with the parties, reduce the period of time referred to in Article 12.

## **Documents Required to be Submitted to the Center**

### ***Article 5***

- (a) Until the notification by the Center of the establishment of the Tribunal, any written statement, notice or other communication required or allowed under these Rules shall be submitted by a party to the Center and a copy thereof shall at the same time be transmitted by that party to the other party.
- (b) Any written statement, notice or other communication so sent to the Center shall be sent in a number of copies equal to the number required to provide one copy for the Tribunal and one for the Center.
- (c) After the notification by the Center of the establishment of the Tribunal, any written statements, notices or other communications shall be submitted by a party directly to the Tribunal and a copy thereof shall at the same time be supplied by that party to the other party.
- (d) The Tribunal shall send to the Center a copy of each order or other decision that it makes.

## **II. COMMENCEMENT OF THE ARBITRATION**

### **Filing a Request for Arbitration**

### ***Article 6***

- (a) The Claimant shall send a written notification to the Center of its intention to file a Request for Arbitration against the Respondent providing the Internet Domain Names. Upon receipt of this notification, the Center will request the Claimant and the Respondent to sign the Arbitration Agreement.
- (b) The Claimant and the Respondent shall sign and return the Arbitration Agreement to the Center.
- (c) If the Claimant does not sign the Arbitration Agreement, the arbitration shall not commence. If the Respondent does not sign the Arbitration Agreement, the Internet Domain Name will be suspended and after a period of 3 month, it will be cancelled

as stated in paragraph 15 of the Registration Agreement between the Respondent and NASK.

## **Request for Arbitration**

### ***Article 7***

The Claimant shall transmit the Request for Arbitration to the Center and to the Respondent.

### ***Article 8***

The date of commencement of the arbitration shall be the date on which the Request for Arbitration, together with the Statement of Claim as required by Article 11, is received by the Center.

### ***Article 9***

The Center shall inform the Claimant and the Respondent of the receipt by it of the Request for Arbitration and Statement of Claim and of the date of the commencement of the arbitration.

### ***Article 10***

The Request for Arbitration shall contain:

- (i) a statement that the dispute be referred to arbitration under the WIPO Expedited Arbitration Rules for Domain Name Dispute Resolution under .PL;
- (ii) the names, addresses and telephone, telefax, e-mail or other communication references of the parties and of the representative of the Claimant;
- (iii) a copy of the Arbitration Agreement on the basis of which the Respondent has submitted to Arbitration under the WIPO Expedited Arbitration Rules for Domain Name Dispute Resolution under .PL and, if applicable, any separate choice-of-law clause; and
- (iv) any observations that the Claimant considers useful in connection with Articles 15 and 16; and
- (v) the indication of the domain name (s) that is/are subject of the Claim ; and
- (vi) the remedies sought i.e., the cancellation or the transfer of the domain name registration and the costs of the arbitration proceeding.

### ***Article 11***

The Request for Arbitration shall be accompanied by the Statement of Claim in conformity with Article 36(a) and (b).

## **Answer to the Request and Statement of Defense**

### ***Article 12***

Within 20 days from the date on which the Respondent receives the Request for Arbitration and Statement of Claim from the Claimant, the Respondent shall address to the Center and to the Claimant an Answer to the Request which shall contain comments on any of the items in the Request for Arbitration.

### ***Article 13***

The Answer to the Request shall be accompanied by the Statement of Defense in conformity with Article 37(a) and (b).

## **Representation**

### ***Article 14***

- (a) The parties may be represented by persons of their choice, irrespective of, in particular, nationality or professional qualification. The names, addresses and telephone, telefax, e-mail or other communication references of representatives shall be communicated to the Center, the other party and, after its establishment, the Tribunal.
- (b) Each party shall ensure that its representatives have sufficient time available to enable the arbitration to proceed expeditiously.
- (c) The parties may also be assisted by persons of their choice.

## **III. COMPOSITION AND ESTABLISHMENT OF THE TRIBUNAL**

### **Number of Arbitrators**

#### ***Article 15***

- (a) The Tribunal shall consist of a sole arbitrator, who shall be appointed by the parties.
- (b) If the appointment of the arbitrator is not made within 7 days after the commencement of the arbitration, the arbitrator shall be appointed by the Center.

### **Nationality of Arbitrator**

#### ***Article 16***

- (a) An agreement of the parties concerning the nationality of the arbitrator shall be respected.
- (b) If the parties have not agreed on the nationality of the arbitrator, the arbitrator shall, in the absence of special circumstances, such as the need to appoint a person having particular qualifications, be a national of a country other than the countries of the parties.

## **Communication Between Parties and Candidates for Appointment as Arbitrator**

### ***Article 17***

No party or anyone acting on its behalf shall have any *ex parte* communication with any candidate for appointment as arbitrator except to discuss the candidate's qualifications, availability or independence in relation to the parties.

## **Impartiality and Independence**

### ***Article 18***

- (a) The arbitrator shall be impartial and independent.
- (b) The prospective arbitrator shall, before accepting appointment, disclose to the parties and the Center any circumstances that might give rise to justifiable doubt as to the arbitrator's impartiality or independence, or confirm in writing that no such circumstances exist.
- (c) If, at any stage during the arbitration, new circumstances arise that might give rise to justifiable doubt as to the arbitrator's impartiality or independence, the arbitrator shall promptly disclose such circumstances to the parties and the Center.

## **Availability, Acceptance and Notification**

### ***Article 19***

- (a) The arbitrator shall, by accepting appointment, be deemed to have undertaken to make available sufficient time to enable the arbitration to be conducted and completed expeditiously.
- (b) The prospective arbitrator shall accept appointment in writing and shall communicate such acceptance to the Center.
- (c) The Center shall notify the parties of the establishment of the Tribunal.

## **Challenge of Arbitrator**



## ***Article 20***

- (a) The arbitrator may be challenged by a party if circumstances exist that give rise to justifiable doubt as to the arbitrator's impartiality or independence.
- (b) Notwithstanding Article 15, a party may challenge the appointed arbitrator only for reasons of which it becomes aware after the appointment has been made.

## ***Article 21***

A party challenging the arbitrator shall send notice to the Center, the Tribunal and the other party, stating the reasons for the challenge, within five days after being notified of the arbitrator's appointment or after becoming aware of the circumstances that it considers give rise to justifiable doubt as to the arbitrator's impartiality or independence.

## ***Article 22***

When the arbitrator has been challenged by a party, the other party shall have the right to respond to the challenge and shall, if it exercises this right, send, within five days after receipt of the notice referred to in Article 21, a copy of its response to the Center, the party making the challenge and the arbitrator.

## ***Article 23***

The Tribunal may, in its discretion, suspend or continue the arbitral proceedings during the pendency of the challenge.

## ***Article 24***

The other party may agree to the challenge or the arbitrator may voluntarily withdraw. In either case, the arbitrator shall be replaced without any implication that the grounds for the challenge are valid.

## ***Article 25***

If the other party does not agree to the challenge and the arbitrator does not withdraw, the decision on the challenge shall be made by the Center in accordance with its internal procedures. Such a decision is of an administrative nature and shall be final. The Center shall not be required to state reasons for its decision.

## **Release from Appointment**

## ***Article 26***

At the arbitrator's own request, the arbitrator may be released from appointment as arbitrator either with the consent of the parties or by the Center.

## ***Article 27***

Irrespective of any request by the arbitrator, the parties may jointly release the arbitrator from appointment as arbitrator. The parties shall promptly notify the Center of such release.

## ***Article 28***

At the request of a party or on its own motion, the Center may release the arbitrator from appointment as arbitrator if the arbitrator has become de jure or de facto unable to fulfill, or fails to fulfill, the duties of arbitrator. In such a case, the parties shall be offered the opportunity to express their views thereon and the provisions of Articles 22 to 25 shall apply *mutatis mutandis*.

## **Replacement of Arbitrator**

### ***Article 29***

- (a) Whenever necessary, a substitute arbitrator shall be appointed pursuant to the procedure provided for in Article 15 that was applicable to the appointment of the arbitrator being replaced.
- (b) Pending the replacement, the arbitral proceedings shall be suspended, unless otherwise agreed by the parties.

### ***Article 30***

Whenever a substitute arbitrator is appointed, the Tribunal shall, having regard to any observations of the parties, determine in its sole discretion whether all or part of any prior hearings are to be repeated.

## **Pleas as to the Jurisdiction of the Tribunal**

### ***Article 31***

- (a) The Tribunal shall have the power to hear and determine objections to its own jurisdiction, including any objections with respect to form, existence, validity or scope of the Arbitration Agreement examined pursuant to Article 48(b).
- (b) The Tribunal shall have the power to determine the existence or validity of any contract of which the Arbitration Agreement forms part or to which it relates.
- (c) A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense or, with respect to a counter-claim or a set-off, the Statement of Defense thereto, failing which any such plea shall be barred in the subsequent arbitral proceedings or before any court. A plea that the Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The Tribunal may, in either case, admit a later plea if it considers the delay justified.

- (d) The Tribunal may rule on a plea referred to in paragraph (c) as a preliminary question or, in its sole discretion, decide on such a plea in the final award.
- (e) A plea that the Tribunal lacks jurisdiction shall not preclude the Center from administering the arbitration.

#### **IV. CONDUCT OF THE ARBITRATION**

##### **Transmission of the File to the Tribunal**

###### ***Article 32***

The Center shall transmit the file to the arbitrator as soon as the arbitrator is appointed.

##### **General Powers of the Tribunal**

###### ***Article 33***

- (a) Subject to Article 3, the Tribunal may conduct the arbitration in such manner as it considers appropriate.
- (b) In all cases, the Tribunal shall ensure that the parties are treated with equality and that each party is given a fair opportunity to present its case.
- (c) The Tribunal shall ensure that the arbitral procedure takes place with due expedition. It may, at the request of a party or on its own motion, extend in exceptional cases a period of time fixed by these Rules, by itself or agreed to by the parties.

##### **Place of Arbitration**

###### ***Article 34***

- (a) Unless otherwise agreed by the parties not later than 5 days after the deadline of submission of the reply, the place of arbitration shall be decided by the Center, taking into consideration any observations of the parties and the circumstances of the arbitration.
- (b) The Tribunal may, after consultation with the parties, conduct hearings at any place that it considers appropriate. It may deliberate wherever it deems appropriate.
- (c) The award shall be deemed to have been made at the place of arbitration.

## **Language of Arbitration**

### ***Article 35***

- (a) Unless otherwise agreed by the parties, the language of the arbitration shall be English , subject to the power of the Tribunal to determine otherwise, having regard to any observations of the parties and the circumstances of the arbitration.
- (b) The Tribunal may order that any documents submitted in languages other than the language of arbitration be accompanied by a translation in whole or in part into the language of arbitration.

## **Statement of Claim**

### ***Article 36***

- (a) The Statement of Claim shall contain a comprehensive statement of the facts and legal arguments supporting the claim, including the remedies sought. The only remedies available as a result of the proceedings are the cancellation or the transfer of the domain name registration and the costs of the arbitration proceeding.
- (b) The Statement of Claim shall, to as large an extent as possible, be accompanied by the documentary evidence upon which the Claimant relies, together with a schedule of such documents. Where the documentary evidence is especially voluminous, the Claimant may add a reference to further documents it is prepared to submit.

## **Statement of Defense**

### ***Article 37***

- (a) The Statement of Defense shall reply to the particulars of the Statement of Claim required pursuant to Article 36(a). The Statement of Defense shall be accompanied by the corresponding documentary evidence described in Article 36(b).
- (b) Any counter-claim or set-off by the Respondent shall be made or asserted in the Statement of Defense or, in exceptional circumstances, at a later stage in the arbitral proceedings if so determined by the Tribunal. Any such counter-claim or set-off shall contain the same particulars as those specified in Article 36(a) and (b).
- (c) The Statement of Defense shall provide the name, postal and e-mail addresses and the telephone and telefax numbers of the Defendant and of any representative authorized to act for the Defendant.

## **Further Written Statements**

### ***Article 38***

- (a) In the event that a counter-claim or set-off has been made or asserted, the Claimant shall reply to the particulars thereof within 14 days from the date on which the Claimant receives such counter-claim or set-off. Article 37(a) shall apply *mutatis mutandis* to such reply.
- (b) The Tribunal may, in its discretion, allow or require further written statements.

## **Amendments to Claims or Defense**

### ***Article 39***

Subject to any contrary agreement by the parties, a party may amend or supplement its claim, counter-claim, defense or set-off during the course of the arbitral proceedings, unless the Tribunal considers it inappropriate to allow such amendment having regard to its nature or the delay in making it and to the provisions of Article 33(b) and (c).

## **Communication Between Parties and Tribunal**

### ***Article 40***

Except as otherwise provided in these Rules or permitted by the Tribunal, no party or anyone acting on its behalf may have any *ex parte* communication with the Tribunal with respect to any matter of substance relating to the arbitration, it being understood that nothing in this paragraph shall prohibit *ex parte* communications that concern matters of a purely organizational nature, such as the physical facilities, place, date or time of the hearings.

## **Preparatory Conference**

### ***Article 41***

The Tribunal may, in general following the submission of the Statement of Defense, conduct a preparatory conference with the parties for the purpose of organizing and scheduling the subsequent proceedings.

## **Evidence**

### ***Article 42***

- (a) The Tribunal shall determine the admissibility, relevance, materiality and weight of evidence.
- (b) At any time during the arbitration, the Tribunal may, at the request of a party or on its own motion, order a party to produce such documents or other evidence as it considers necessary or appropriate and may order a party to make available to the Tribunal or to an expert appointed by it or to the other party any property in its possession or control for inspection or testing.

## **Hearings**

### ***Article 43***

- (a) If either party so requests, the Tribunal may decide to hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral argument or for both. If no hearings are held, the proceedings shall be conducted on the basis of documents and other materials alone.
- (b) If a hearing is held, it shall be convened within 14 days after the receipt by the Claimant of the Answer to the Request and the Statement of Defense. The Tribunal shall give the parties adequate advance notice of the date, time and place of the hearing. Except in exceptional circumstances, hearings may not exceed one day. Each party shall be expected to bring to the hearing such persons as necessary to adequately inform the Tribunal of the dispute.
- (c) Unless the parties agree otherwise, all hearings shall be in private.
- (d) The Tribunal shall determine whether and, if so, in what form a record shall be made of any hearing.

## **Witnesses**

### ***Article 44***

- (a) Before any hearing, the Tribunal may require either party to give notice of the identity of witnesses it wishes to call, as well as of the subject matter of their testimony and its relevance to the issues.
- (b) The Tribunal has discretion, on the grounds of redundancy and irrelevance, to limit or refuse the appearance of any witness, whether witness of fact or expert witness.
- (c) Any witness who gives oral evidence may be questioned, under the control of the Tribunal, by each of the parties. The Tribunal may put questions at any stage of the examination of the witnesses.
- (d) The testimony of witnesses may, either at the choice of a party or as directed by the Tribunal, be submitted in written form, whether by way of signed statements,

sworn affidavits or otherwise, in which case the Tribunal may make the admissibility of the testimony conditional upon the witnesses being made available for oral testimony.

- (e) A party shall be responsible for the practical arrangements, cost and availability of any witness it calls.
- (f) The Tribunal shall determine whether any witness shall retire during any part of the proceedings, particularly during the testimony of other witnesses.

## **Default**

### ***Article 45***

- (a) If the Claimant, without showing good cause, fails to submit its Statement of Claim in accordance with Articles 11 and 36, the Center shall not be required to take any action under Article 8.
- (b) If the Respondent, without showing good cause, fails to submit its Statement of Defense in accordance with Articles 12, 13 and 37, the Tribunal may nevertheless proceed with the arbitration and make the award.
- (c) The Tribunal may also proceed with the arbitration and make the award if a party, without showing good cause, fails to avail itself of the opportunity to present its case within the period of time determined by the Tribunal.
- (d) If a party, without showing good cause, fails to comply with any provision of, or requirement under, these Rules or any direction given by the Tribunal, the Tribunal may draw the inferences therefrom that it considers appropriate.

## **Closure of Proceedings**

### ***Article 46***

- (a) The Tribunal shall declare the proceedings closed when it is satisfied that the parties have had adequate opportunity to present submissions and evidence.
- (b) The Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to re-open the proceedings it declared to be closed at any time before the award is made.

## **Waiver**

### ***Article 47***

A party which knows that any provision of, or requirement under, these Rules, or any direction given by the Tribunal, has not been complied with, and yet proceeds with

the arbitration without promptly recording an objection to such non-compliance, shall be deemed to have waived its right to object.

## **V. AWARDS AND OTHER DECISIONS**

### **Laws Applicable to the Substance of the Dispute, the Arbitration and the Arbitration Agreement**

#### ***Article 48***

- (a) The Tribunal shall decide the substance of the dispute in accordance with the law or rules of law chosen by the parties. Any designation of the law of a given State shall be construed, unless otherwise expressed, as directly referring to the substantive law of that State and not to its conflict of laws rules. Failing a choice by the parties, the Tribunal shall apply the law or rules of law that it determines to be appropriate. In all cases, the Tribunal shall decide having due regard to the terms of any relevant contract and taking into account applicable trade usages. The Tribunal may decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized it to do so.
- (b) The law applicable to the arbitration shall be the arbitration law of the place of arbitration, unless the parties have expressly agreed on the application of another arbitration law and such agreement is permitted by the law of the place of arbitration.
- (c) An Arbitration Agreement shall be regarded as effective if it conforms to the requirements concerning form, existence, validity and scope of either the law or rules of law applicable in accordance with paragraph (a), or the law applicable in accordance with paragraph (b).

### **Currency and Interest**

#### ***Article 49***

- (a) Monetary amounts in the award may be expressed in any currency.
- (b) The Tribunal may award simple or compound interest to be paid by a party on any sum awarded against that party. It shall be free to determine the interest at such rates as it considers to be appropriate, without being bound by legal rates of interest, and shall be free to determine the period for which the interest shall be paid.

### **Form and Notification of Awards**

#### ***Article 50***

- (a) The Tribunal may make preliminary, interim, interlocutory, partial or final awards.



- (b) The award shall be in writing and shall state the date on which it was made, as well as the place of arbitration in accordance with Article 34(a).
- (c) The award shall state the reasons on which it is based, unless the parties have agreed that no reasons should be stated and the law applicable to the arbitration does not require the statement of such reasons.
- (d) The award shall be signed by the arbitrator. Where the arbitrator fails to sign, the award shall state the reason for the absence of the signature.
- (e) The Tribunal may consult the Center with regard to matters of form, particularly to ensure the enforceability of the award.
- (f) The award shall be communicated by the Tribunal to the Center in a number of originals sufficient to provide one for each party, the arbitrator and the Center. The Center shall formally communicate an original of the award to each party and the arbitrator.
- (g) At the request of a party, the Center shall provide it, at cost, with a copy of the award certified by the Center. A copy so certified shall be deemed to comply with the requirements of Article IV(1)(a) of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, June 10, 1958.

### **Time Period for Delivery of the Final Award**

#### ***Article 51***

- (a) The arbitration should, wherever reasonably possible, be heard and the proceedings declared closed within not more than two months after either the delivery of the Statement of Defense or the establishment of the Tribunal, whichever event occurs later. The final award should, wherever reasonably possible, be made within fourteen days thereafter.
- (b) If the proceedings are not declared closed within the period of time specified in paragraph (a), the Tribunal shall send the Center a status report on the arbitration, with a copy to each party. It shall send a further status report to the Center, and a copy to each party, at the end of each ensuing period of fourteen days during which the proceedings have not been declared closed.
- (c) If the final award is not made within fourteen days after the closure of the proceedings, the Tribunal shall send the Center a written explanation for the delay, with a copy to each party. It shall send a further explanation, and a copy to each party, at the end of each ensuing period of fourteen days until the final award is made.

### **Effect of Award**

#### ***Article 52***

- (a) By agreeing to arbitration under these Rules, the parties undertake to carry out the award without delay, and waive their right to any form of appeal or recourse to a court of law or other judicial authority, insofar as such waiver may validly be made under the applicable law.
- (b) The award shall be effective and binding on the parties as from the date it is communicated by the Center pursuant to Article 50(f), second sentence.

## **Settlement or Other Grounds for Termination**

### ***Article 53***

- (a) The Tribunal may suggest that the parties explore settlement at such times as the Tribunal may deem appropriate.
- (b) If, before the award is made, the parties agree on a settlement of the dispute, the Tribunal shall terminate the arbitration and, if requested jointly by the parties, record the settlement in the form of a consent award. The Tribunal shall not be obliged to give reasons for such an award.
- (c) If, before the award is made, the continuation of the arbitration becomes unnecessary or impossible for any reason not mentioned in paragraph (b), the Tribunal shall inform the parties of its intention to terminate the arbitration. The Tribunal shall have the power to issue such an order terminating the arbitration, unless a party raises justifiable grounds for objection within a period of time to be determined by the Tribunal.
- (d) The consent award or the order for termination of the arbitration shall be signed by the arbitrator in accordance with Article 50(d) and shall be communicated by the Tribunal to the Center in a number of originals sufficient to provide one for each party, the arbitrator and the Center. The Center shall formally communicate an original of the consent award or the order for termination to each party and the arbitrator.

## **Correction of the Award and Additional Award**

### ***Article 54***

- (a) Within 14 days after receipt of the award, a party may, by notice to the Tribunal, with a copy to the Center and the other party, request the Tribunal to correct in the award any clerical, typographical or computational errors. If the Tribunal considers the request to be justified, it shall make the correction within 14 days after receipt of the request. Any correction, which shall take the form of a separate memorandum, signed by the Tribunal in accordance with Article 50(d), shall become part of the award.
- (b) The Tribunal may correct any error of the type referred to in paragraph (a) on its own initiative within 14 days after the date of the award.

- (c) A party may, within 14 days after receipt of the award, by notice to the Tribunal, with a copy to the Center and the other party, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. Before deciding on the request, the Tribunal shall give the parties an opportunity to be heard. If the Tribunal considers the request to be justified, it shall, wherever reasonably possible, make the additional award within 14 days of receipt of the request.

## **VI. FEES AND COSTS**

### **Fees of the Center**

#### ***Article 55***

- (a) The Request for Arbitration shall be subject to the payment to the Center of a non-refundable registration fee. The amount of the registration fee shall be fixed in the Schedule of Fees applicable on the date on which the Request for Arbitration is received by the Center.
- (b) No action shall be taken by the Center on a Request for Arbitration until the registration fee has been paid.
- (c) If a Claimant or Respondent fails, within 15 days after a reminder in writing from the Center, to pay the registration fee, it shall be deemed to have withdrawn its Request for Arbitration, as the case may be.

### **Fees of the Sole Arbitrator**

#### ***Article 56***

The amount and currency of the fees of the arbitrator and the modalities and timing of their payment shall be fixed by the Center, in accordance with the Schedule of Fees applicable on the date on which the Request for Arbitration is received by the Center.

### **Additional Fees**

#### ***Article 57***

The Center may determine that the complexity of the proceedings, the volume of the parties' written submissions or the holding of a hearing justifies the payment of additional fees to the arbitrator or to the Center. In any such case, the Center will conduct consultations with the arbitrator and the parties as to the amount of such additional fees.

### **Deposits**

#### ***Article 58***

- (a) Upon receipt of notification from the Center of the establishment of the Tribunal, the Claimant and the Respondent shall each deposit an equal amount as an advance for the costs of arbitration referred to in Article 59. The amount of the deposit shall be determined by the Center.
- (b) In the course of the arbitration, the Center may require that the parties make supplementary deposits.
- (c) If the required deposits are not paid in full within 20 days after receipt of the corresponding notification, the Center shall so inform the parties in order that one or other of them may make the required payment.
- (d) If a party fails, within 15 days after a reminder in writing from the Center, to pay the required deposit, it shall be deemed to have withdrawn the relevant claim .
- (e) After the award has been made, the Center shall, in accordance with the award, render an accounting to the parties of the deposits received and return any unexpended balance to the parties or require the payment of any amount owing from the parties.

#### **Award of Costs of Arbitration**

##### ***Article 59***

- (a) In its award, the Tribunal shall fix the costs of arbitration, which shall consist of:
  - (i) the arbitrator's fees,
  - (ii) the properly incurred travel, communication and other expenses of the arbitrator,
  - (iii) such other expenses as are necessary for the conduct of the arbitration proceedings, such as the cost of meeting and hearing facilities.
- (b) The aforementioned costs shall, as far as possible, be debited from the deposits required under Article 63.
- (c) The Tribunal shall, subject to any agreement of the parties, apportion the costs of arbitration and the registration fees of the Center between the parties in the light of all the circumstances and the outcome of the arbitration.

#### **Award of Costs Incurred by a Party**

##### ***Article 60***

In its award, the Tribunal may, subject to any contrary agreement by the parties and in the light of all the circumstances and the outcome of the arbitration, order a party to pay the

whole or part of reasonable expenses incurred by the other party in presenting its case, including those incurred for legal representatives and witnesses.

## **VII. CONFIDENTIALITY**

### **Confidentiality of the Existence of the Arbitration**

#### ***Article 61***

- (a) Except to the extent necessary in connection with a court challenge to the arbitration or an action for enforcement of an award, no information concerning the existence of an arbitration may be unilaterally disclosed by a party to any third party unless it is required to do so by law or by a competent regulatory body, and then only
  - (i) by disclosing no more than what is legally required, and
  - (ii) by furnishing to the Tribunal and to the other party, if the disclosure takes place during the arbitration, or to the other party alone, if the disclosure takes place after the termination of the arbitration, details of the disclosure and an explanation of the reason for it.
- (b) Notwithstanding paragraph (a), a party may disclose to a third party the names of the parties to the arbitration and the relief requested for the purpose of satisfying any obligation of good faith or candor owed to that third party.

### **Confidentiality of Disclosures Made During the Arbitration**

#### ***Article 62***

- (a) Any documentary or other evidence given by a party or a witness in the arbitration shall be treated as confidential and, to the extent that such evidence describes information that is not in the public domain, shall not be used or disclosed to any third party by a party whose access to that information arises exclusively as a result of its participation in the arbitration for any purpose without the consent of the parties or order of a court having jurisdiction.
- (b) For the purposes of this Article, a witness called by a party shall not be considered to be a third party. To the extent that a witness is given access to evidence or other information obtained in the arbitration in order to prepare the witness's testimony, the party calling such witness shall be responsible for the maintenance by the witness of the same degree of confidentiality as that required of the party.

### **Maintenance of Confidentiality by the Center and Arbitrator**

#### ***Article 63***

- (a) Unless the parties agree otherwise, the Center and the arbitrator shall maintain the confidentiality of the arbitration and, to the extent that they describe information that is not in the public domain, any documentary or other evidence disclosed during the arbitration, except to the extent necessary in connection with a court action relating to the award, or as otherwise required by law.
- (b) Notwithstanding paragraph (a), the Center may include information concerning the arbitration in any aggregate statistical data that it publishes concerning its activities, provided that such information does not enable the parties or the particular circumstances of the dispute to be identified.

## **VIII. NOTIFICATION AND PUBLICATION**

### ***Article 64***

The Center shall notify the parties and NASK of any award made by a Tribunal with respect to a domain name registered with NASK. All awards under these Rules will be published in full on the Center's website, except when a Tribunal determines in an exceptional case to redact portions of its award.

## **IX. MISCELLANEOUS**

### **Exclusion of Liability**

### ***Article 65***

Except in respect of deliberate wrongdoing, the arbitrator, WIPO and the Center shall not be liable to a party for any act or omission in connection with the arbitration.

### **Waiver of Defamation**

### ***Article 66***

The parties and, by acceptance of appointment, the arbitrator agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of the arbitration shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action.

**Schedule of Fees**  
(all amounts are in United States dollars)

Registration fee:	\$ 500
Arbitrator's fees :	\$ 1,000