



RULES OF ARBITRATION PROCEDURE OF THE DANISH INSTITUTE OF ARBITRATION

Disputes which by agreement between the parties are to be settled in accordance with the rules of the Danish Institute of Arbitration shall be decided by an arbitral tribunal appointed by the Danish Institute of Arbitration for each individual dispute.

Article 2

The venue of the arbitral tribunal shall be Copenhagen unless otherwise agreed between the parties. The arbitral tribunal may decide that meetings are to be held outside the venue.

Article 3

Parties that have agreed to having their dispute settled on the basis of the rules of the Danish Institute of Arbitration shall be deemed to having agreed that the case is to be decided on the basis of the rules applicable at the time the arbitration case is filed, unless it is stipulated in their agreement to resort to arbitration that the dispute shall be decided on the basis of the rules applicable at the time the arbitration agreement was concluded.

A. Request for arbitration and statement of claim

Article 4

Par. 1: A party wishing to have a dispute settled by arbitration in accordance with the present rules shall file a request therefor with the Danish Institute of Arbitration. The Danish Institute of Arbitration shall immediately inform the claimant and the respondent of receipt of the request and the date it was received. Together with the communication informing claimant and respondent of the receipt of the request for arbitration the parties shall receive a copy of “*Rules of Arbitration Procedure*” of the Danish Institute of Arbitration in Danish, however cf. Article 57.

Par. 2: The date on which the Danish Institute of Arbitration received the request for arbitration shall in all respects be considered to be the date on which the arbitration case was filed. A request forwarded by standard mail shall be deemed to have been received on the date it is stamped by the Danish Institute of Arbitration as being received. A request forwarded by fax or e-mail shall be deemed to have been received at the time it was registered by the Danish Institute of Arbitration as being received. If the amount stated in Article 6 is not received at the same time as the request for arbitration, the arbitration case shall be deemed to have been filed only at such time as the amount is received.

Article 5

Par. 1: Within 30 days of submitting the request for arbitration mentioned in Article 4, the claimant shall submit a statement of claim containing the following information:

1. The full names and addresses of the parties.
2. The claimant's claim.
3. A presentation of the actual and legal circumstances upon which the claim is relied.
4. A specification of the documents and other evidence upon which the claimant intends to rely, including the arbitration agreement.
5. Any comments regarding the arbitration venue, the country whose law shall apply to the resolution of the case, and the language to be used in the proceedings.



6. Any comments regarding the number of arbitrators, names of candidates, the person proposed as chairman of the arbitral tribunal, and other information required by the Danish Institute of Arbitration for the appointment of members of the arbitral tribunal in accordance with the provisions of Articles 14 - 27.

Par. 2: Documents referred to in the statement of claim, including the arbitration agreement, shall be enclosed in the form of original documents or copies thereof.

Par. 3: The statement of claim shall be accompanied by copies of the statement of claim and the documents it refers to in a number sufficient to allow a copy to be handed out to each party and to each member of the arbitral tribunal.

Par. 4: The Danish Institute of Arbitration may extend the period stated in par. 1 of this article upon request.

Article 6

The request for arbitration submitted to the Danish Institute of Arbitration must be accompanied by the payment of a registration charge of DKK 7,500 / EUR 1,000. Registration charges are non-refundable.

Article 7

If the submitted statement of claim does not comply with the above provisions, the Danish Institute of Arbitration shall set a deadline for compliance. Failure to supply any missing elements before the deadline may cause the Danish Institute of Arbitration to terminate the case, but this shall not preclude the claimant from filing another statement of claim on the same issue at a later stage. If the case is terminated due to failure to comply with the rules for the filing of a statement of claim, the Danish Institute of Arbitration shall inform the parties that the case has been terminated without prejudice to the possibility of filing a statement of claim at a later stage.

B. The respondent's statement of defence and possible counterclaims

Article 8

The Danish Institute of Arbitration shall forward to the respondent one of the received copies of the statement of claim and the documents on which the claimant relies, asking the respondent to submit a statement of defence within 30 days.

Article 9

Par. 1: The respondent's statement of defence shall contain the following information:

1. The respondent's full name and address.
2. The respondent's claim.
3. A presentation of the actual and legal circumstances upon which the defence is relied.
4. A specification of the documents and other evidence upon which the respondent intends to rely.
5. Any comments regarding the arbitration venue, the country whose law shall apply to the resolution of the case, and the language to be used in the proceedings.
6. Any comments regarding the number of arbitrators, names of candidates, the person proposed as chairman of the arbitral tribunal, and other information required by the Danish Institute of Arbitration for the appointment of the members of the arbitral tribunal in accordance with Articles 14 - 27.
7. Any objections to the jurisdiction of the arbitral tribunal, cf. Article 44.

Par. 2: Documents referred to in the statement of defence shall be enclosed in the form of original documents or copies thereof.



Par. 3: The respondent's statement of defence and any annexes shall be forwarded in the number of copies stated in Article 5 (3).

Article 10

At the request of the respondent, the Danish Institute of Arbitration may extend the deadline for the submission of the respondent's statement of defence, provided that the respondent's request for such time extension contains the respondent's comments to the matters raised in Article 9 (1, point 6), cf. Article 17. If the respondent's request does not contain this information, the arbitral tribunal shall be set up in accordance with the provisions of Articles 14 - 27.

Article 11

Par. 1: If the respondent advances a counterclaim against the claimant, this shall appear from the respondent's statement of defence and the counterclaim shall be included under the claims made by the respondent. Moreover, in the event of a counterclaim the statement of defence submitted by the respondent shall contain a presentation of the actual and legal circumstances upon which the counterclaim is relied and a specification of the documents and other evidence which the respondent intends to rely on in relation thereto.

Par. 2: If the respondent's statement of defence contains a counterclaim that does not arise out of the same case as the one covered by the statement of claim, the counterclaim shall be considered a separate arbitration case which the arbitral tribunal may decide to process together with the case first filed. When submitting the statement of defence, the respondent must also effect payment of the registration charge stated in Article 6 and provide security in accordance with Article 27.

Article 12

The Danish Institute of Arbitration shall forward to the claimant a copy of the respondent's statement of defence and any annexes.

Article 13

The claimant shall forward a reply to the counterclaim made by the respondent within 30 days of receipt of the respondent's statement of defence including the counterclaim. The claimant's reply shall contain the information stated in Article 9 (1, point 2, 3 and 4). The provisions of par. 2 and 3 of Article 9 shall also apply. The Danish Institute of Arbitration may extend this deadline upon request.

C. Appointment of Arbitrators

Article 14

Par. 1: Any person acting as arbitrator shall be independent and impartial in relation to the parties to the arbitration case.

Par. 2: The Danish Institute of Arbitration shall appoint all arbitrators after having heard the parties, cf. Article 17. The appointment of arbitrators shall have due regard to any qualifications required by the arbitrator by the agreement between the parties and to such factors as will secure the appointment of an independent and impartial arbitrator.

Par. 3: Before being appointed by the Danish Institute of Arbitration, the arbitrator shall sign a statement of independence and impartiality in which are stated any circumstances which, in the opinion of either party to the arbitration case, may give rise to justifiable doubt as to the arbitrator's impartiality or independence. The Danish Institute of Arbitration shall submit the statement to the parties, setting a deadline for any comments.



Par. 4: A person appointed arbitrator shall immediately inform the parties and the Danish Institute of Arbitration of any circumstances that should have been included in the statement mentioned in par. 3 had they existed at the time.

Par. 5: A party may challenge the appointment of an arbitrator only if it finds that circumstances exist which give rise to justifiable doubts as to the impartiality or independence of the arbitrator, or if the party finds that the arbitrator does not possess the qualifications agreed to by the parties. A party may challenge an arbitrator appointed on its proposal only for reasons of which said party becomes aware after the appointment has been made.

Par. 6: The chairmanship of the Danish Institute of Arbitration shall decide whether a person proposed as arbitrator shall be deemed to be impartial or independent or to lack the qualifications agreed to by the parties, or whether a person appointed arbitrator shall have to resign on those grounds. If a member of the chairmanship is prevented from participating in this decision-making process, another Council member shall participate. If a challenge against an arbitrator is not successful, within 30 days of having received notice of the decision to reject the challenge the challenging party may apply to the courts of law to decide on the challenge, cf. Article 13 (3, 1st sentence) of the Danish Arbitration Act.

Article 15

The arbitral tribunal shall consist of three arbitrators, unless the parties have agreed to have only one arbitrator.

Article 16

The chairman of the arbitral tribunal shall have a law degree. The other members of the arbitral tribunal shall also have a law degree, unless the parties propose otherwise and this is deemed adequate in view of the nature of the case.

Article 17

Where a case is to be decided by three arbitrators, the claimant may propose an arbitrator in his request for arbitration. The respondent may also propose an arbitrator in the statement of defence. The third arbitrator, who will be the chairman of the arbitral tribunal, shall be proposed by the Danish Institute of Arbitration, unless the parties jointly propose a chairman before the deadline for the respondent's submission of his statement of defence.

Article 18

If the claimant consists of two or more parties, they shall all act jointly in proposing an arbitrator. The same shall apply if there are two or more respondents in a case. Failing such joint proposals, the arbitrator(s) in question shall be appointed by the Danish Institute of Arbitration.

Article 19

If, according to the arbitration agreement, all arbitrators are to be appointed by the Danish Institute of Arbitration, or if a party has failed to propose an arbitrator, or if the parties have not jointly proposed a chairman, cf. Article 17, or if the Danish Institute of Arbitration finds that it is not possible to appoint the chairman proposed by the parties or a proposed arbitrator, the Danish Institute of Arbitration shall propose an arbitrator/arbitrators or a chairman to the parties, setting a deadline for any comments and at the same time sending the statement mentioned in Article 14 (3) to the parties.

Article 20



Where not all parties to the dispute are domiciled in the same country, the person appointed chairman shall be domiciled in a country other than those in which the parties reside, unless otherwise agreed by the parties.

Article 21

If the case is to be decided by a sole arbitrator, the parties may jointly propose a candidate not later than by the deadline for the submission of the respondent's statement of defence. Failing this, the Danish Institute of Arbitration shall propose an arbitrator to the parties, setting a deadline for any comments and at the same time sending the statement mentioned in Article 14 (3) to the parties.

Article 22

The sole arbitrator shall meet the conditions for being appointed chairman of an arbitral tribunal.

Article 23

If, after having been appointed, an arbitrator dies, wishes to resign or has his appointment revoked by the Danish Institute of Arbitration, the Danish Institute of Arbitration shall appoint a substitute arbitrator according to the rules that were applicable to the appointment of the arbitrator being replaced.

Article 24

If the arbitration case does not progress effectively and efficiently, the Danish Institute of Arbitration may revoke the appointment of one or more arbitrators.

Article 25

If an arbitrator is replaced, the arbitral tribunal shall decide – after hearing the parties – whether the procedural actions already taken in the case are to be repeated before the newly composed arbitral tribunal.

Article 26

As soon as the members of the arbitral tribunal have been appointed by the Danish Institute of Arbitration, the Danish Institute of Arbitration shall inform the parties that the arbitral tribunal has been established, stating the names, addresses, telephone and fax numbers, and e-mail addresses of the members of the arbitral tribunal and indicating who is the chairman of the arbitral tribunal.

D. Financial security

Article 27

Par. 1: In addition to the registration charge mentioned in Article 6, the parties shall pay a deposit as security for the estimated costs of the arbitration case, including a fee to the Danish Institute of Arbitration.

Par. 2: The Danish Institute of Arbitration shall decide the amount of the security. Normally the two parties will be asked to pay identical amounts. Failure by a party to pay its share shall require the other party to pay the full amount in order for the case to be processed.

Par. 3: The parties shall pay the amount within 30 days of receiving notice of its size. In the event that the costs estimated to accrue from the case prove to exceed the amount originally anticipated, the Danish Institute of Arbitration may demand that the amount be increased and that the additional amount be paid before proceedings continue.

Par. 4: Failure to pay the security demanded by the Danish Institute of Arbitration before the deadline set may cause the Danish Institute of Arbitration to decide to terminate proceedings, however without



prejudice to the claimant's possibility of filing another statement of claim about the same issue at a later stage. Having made that decision, the Danish Institute of Arbitration shall inform the parties that the proceedings have been terminated due to failure to pay the security, but that this shall not preclude the possibility of a claim being brought at a later stage.

Par. 5: If, in his statement of defence, the respondent advances a counterclaim as described in Article 11 (2), the provisions of par. 1-3 of the present article shall apply correspondingly to the case concerning the counterclaim. Failure by the respondent to pay shall have the effect described above in par. 4 as far as the counterclaim is concerned.

Article 28

The chairman of the arbitral tribunal shall keep the Danish Institute of Arbitration informed about developments in the case for the purpose of ensuring that the amount lodged in security is adequate at any point in time. This is particularly relevant prior to the oral hearing or in connection with a decision to initiate particularly cost-consuming activities, such as comprehensive expert surveys, site inspections requiring the tribunal to travel, and the like.

E. Conduct of the Arbitral Proceedings

Article 29

When it has appointed the members of the arbitral tribunal and received the amount demanded in deposit, the Danish Institute of Arbitration shall forward the documents of the case together with a copy of existing correspondence to the members of the arbitral tribunal.

Article 30

The arbitral tribunal shall take over the handling of the case upon receipt of the documents, etc., described in Article 29 and shall prepare a timetable for the further processing of the case. Henceforth, all correspondence shall be directly between the arbitral tribunal and the parties with copies to the Danish Institute of Arbitration which will follow developments in the case by means of the copies so that, if necessary, it can assist the arbitral tribunal in ensuring that the case progresses effectively and efficiently.

Article 31

Par. 1: The arbitration case shall be processed in accordance with the present rules. If an issue is not covered by the present rules, it shall be decided in accordance with the rules agreed between the parties or, in the absence of such agreed rules, in accordance with such rules as the arbitral tribunal may see fit to lay down.

Par. 2: The arbitral tribunal shall be fair and impartial and shall ensure that all parties are treated with equality and are given full opportunity to present their case.

Article 32

Par. 1: The parties may agree on the language(s) to use in the arbitration case. Failing such agreement, the arbitral tribunal shall make the decision. Unless otherwise provided by the parties' agreement or the arbitral tribunal's decision, the agreement or the decision shall apply to written submissions by the parties, to oral hearings before the tribunal and to awards, decisions and other communications from the arbitral tribunal.

Par. 2: The arbitral tribunal may decide that written evidence be accompanied by a translation into the language(s) agreed between the parties or decided by the tribunal.



Article 33

The parties shall decide on the question of the country of applicable law. Failing such agreement, the question shall be decided by the arbitral tribunal taking into account all relevant circumstances.

Article 34

Par. 1: The arbitral tribunal shall decide the dispute in accordance with such rules of law as have been chosen by the parties as applicable to a decision of the substance of the dispute. Unless otherwise expressed, any references to a country's legislation or legal system shall be construed as directly referring to the substantive law of that country and not to its rules on international private law.

Par. 2: Failing a choice by the parties of the rules of law applicable to the decision of the substance of the dispute, the arbitral tribunal shall apply the rules of law which follow from the conflict of laws rules which it considers applicable.

Par. 3: The arbitral tribunal shall decide the dispute on the principles of equity only if the parties have expressly authorised it to do so.

Par. 4: The arbitral tribunal shall in any case decide the case in accordance with the provisions of the contract and with due regard to the usages of the trade applicable to the case.

Article 35

Par. 1: Before a date is set for the oral hearing of the case, the parties shall be given an opportunity to exchange – in addition to the statement of claim and the statement of defence – a reply and a rejoinder and, if the arbitral tribunal sees fit, other written submissions before deadlines set by the arbitral tribunal.

Par. 2: Well in time before the oral hearing of the case, each party shall inform the arbitral tribunal and the other party of any witnesses it would like to call in for questioning and forward copies of any additional documents on which it intends to rely. Failing this, the arbitral tribunal may, if it deems it necessary, postpone the oral hearing or refuse permission to bring these witnesses or include the new documents in the case.

Article 36

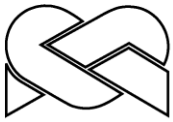
Par. 1: At the request of one party and after having heard the other party/parties in the case, the arbitral tribunal may decide to appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal. The arbitral tribunal may require a party to give the expert any relevant information and grant him access to inspect documents and other evidence.

Par. 2: In cases where the arbitral tribunal has decided as outlined in par. 1 above, the Danish Institute of Arbitration shall produce one or more candidates for appointment as expert(s), whereupon the arbitral tribunal will make the appointment after having heard the parties thereon. The fee payable for this is DKK 3,750/EUR 500.

Par. 3: At the request of a party, or if deemed necessary by the arbitral tribunal, upon the delivery of his written or oral report the expert may be required to attend an oral hearing during which the parties will be given the opportunity to put questions to the expert and to call in expert witnesses for statements on the points at issue.

Par. 4: The parties shall be entitled to call in their own expert witnesses.

Par. 5: If it deems it appropriate, the arbitral tribunal may carry out an on-site inspection.



Par. 6: The arbitral tribunal, or a party having obtained the prior consent of the arbitral tribunal, may apply to the courts of law for assistance in taking evidence in accordance with the general provisions of the Danish Administration of Justice Act.

Par.7: If the arbitral tribunal finds that an issue related to EU law will have to be decided before it makes its award, it may apply to the courts of law requesting them to bring the matter before the European Court of Justice for a decision.

Article 37

The arbitral tribunal shall generally decide on the preparation of the case, taking into account the wishes of the parties to the extent possible, and shall ensure that the case progresses effectively and efficiently.

Article 38

At any time during the case, at the request of the parties the arbitral tribunal may attempt to mediate a settlement between them.

Article 39

Par. 1: The arbitral tribunal shall decide when the preparation of the case is to end.

Par. 2: Prior to ending the preparation of the case, all statements, documents and other information supplied to the arbitral tribunal by one party shall be communicated to the other party. Also expert reports and evidentiary documents received by the arbitral tribunal directly from third parties shall be communicated to the parties.

Par. 3: A party may add to its claims, make new submissions and produce new evidence during the processing of the case, unless the arbitral tribunal does not find it appropriate in view of the delay it may cause.

Article 40

After hearing the parties, the arbitral tribunal shall fix a time and place for the oral hearing of the case, giving adequate notice to allow the parties to be present and to summon the witnesses they wish to question. However, subject to the prior consent of the parties the arbitral tribunal may decide to decide the case on the basis of written submissions only.

Article 41

Once it finds that the case has been adequately clarified and that the parties have had adequate time and opportunity to safeguard their interests in the case, the arbitral tribunal shall conclude the oral hearing and set down the case for an award.

Article 42

Par. 1: Before making its award the arbitral tribunal shall forward a statement of the costs of the arbitration case to the Danish Institute of Arbitration.

Par. 2: The fees payable to the members of the arbitral tribunal shall be decided by the Danish Institute of Arbitration on the basis of a reasoned proposal on fees from the chairman of the arbitral tribunal. The Danish Institute of Arbitration shall make the final computation of the total costs of the arbitration case, including the charge payable to the Danish Institute of Arbitration. The fees to the arbitrators and the charge payable to the Danish Institute of Arbitration shall be decided in accordance with the rates in force at the time the arbitration case was filed. The amount in costs stated in the award shall equal the amount decided by the Danish Institute of Arbitration.



Article 43

Par. 1: The arbitral tribunal shall make its award as soon as possible upon the conclusion of the oral hearing and, if possible, not later than four weeks after the case was set down for an award. The award shall be in writing and shall be signed by the arbitrator(s). The award shall carry a date and shall indicate the venue of the proceedings and, unless otherwise agreed between the parties, a presentation of the facts of the case including, if required, a rendition of the statements made, as well as a presentation of the actual and legal circumstances considered important by the arbitral tribunal in its decision of the case. The award shall further contain a rendition of the claims put forward by the parties and, unless the parties have agreed not to have a reasoned award, a reasoned decision of the issues in dispute. The award shall also indicate whether or not one party shall pay costs to the other party. In its decision on the costs to be paid by one party to the other, the arbitral tribunal shall rely on the principles for the determination of costs applied by the Danish courts of law.

Par. 2: The award from the arbitral tribunal shall contain provisions regarding the size and payment of the costs of the arbitration case, including the reimbursement of outlays, payment to experts appointed by the arbitral tribunal, fees to the arbitrators, and the charge payable to the Danish Institute of Arbitration, cf. Article 41.

Article 44

Par. 1: The arbitral tribunal shall rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal to the effect that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

Par. 2: Objections to the jurisdiction of the arbitral tribunal shall be raised not later than in the statement of defence submitted by the respondent, cf. Article 9 (1, point 7). A party shall not be precluded from raising an objection to the jurisdiction of the arbitral tribunal by the fact that it has appointed, or participated in the appointment of, an arbitrator. Objections to the effect that the arbitral 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. The arbitral tribunal may, in either case, admit a later objection if it considers the delay justified.

Par. 3: The arbitral tribunal may make a separate decision in issues relating to the scope of its authority, or it may decide the issue in the award on the merits. If the arbitral tribunal makes a separate decision that it has jurisdiction, within 30 days after receiving notice of such ruling either party may request that the issue be decided by a court of law. While such a request is pending, the arbitral tribunal may continue the arbitral proceedings and make an award.

Par. 4: Objections to the jurisdiction of the arbitral tribunal cannot later be relied upon in a claim for the annulment of the award or as a reason for refusing recognition or enforcement of the arbitral award, unless the nature of the dispute is such that it cannot be decided by arbitration. However, a consumer shall forfeit his right to invoke a claim that he is not bound by the arbitration agreement only if the consumer is party to the arbitration case after having been notified that the arbitration agreement is not binding.

Article 45

Par. 1: A case in which arbitration has been agreed and an arbitral tribunal has been appointed by the Danish Institute of Arbitration shall be seen through whether or not one of the parties refuses to participate in the processing of the case or fails to make an appearance. If the claimant fails to make an appearance, the arbitral tribunal may dismiss the case.



Par. 2: If a party fails to make an appearance or proves unwilling to participate in the clarification of the case, the case shall be seen through in the best possible way as decided by the arbitral tribunal. Upon the conclusion of the oral hearing, the arbitral tribunal shall make its award on the basis of the information made available to it.

Article 46

Par. 1: If the arbitrators cannot reach agreement among themselves, the case shall be decided on the basis of a majority of votes. If the votes are equal, the chairman shall have the casting vote. If there is no majority for a decision, the case shall be decided in accordance with the vote of the chairman of the arbitral tribunal. Issues relating to the processing of the case may be decided by the chairman of the arbitral tribunal alone, if the parties or the entire tribunal has authorised him to do so.

Par. 2: An arbitrator who finds himself to be in a minority regarding the reasons given and/or the outcome of the case may insist that his vote be noted in the award.

Par. 3: If an arbitrator refuses to participate in the preparation and/or adoption of the award or to sign it, the award may be prepared, adopted and/or signed by the other members of the arbitral tribunal. The reason why not all arbitrators have participated in the preparation and/or adoption of the award or have signed it shall be stated in the award.

Par. 4: After the making of the award a copy thereof carrying the signatures of the arbitrator(s), cf. par. 1 above, shall be sent to each party.

Article 47

Par. 1: The costs stated in the award that exceed the deposit made shall be paid to the Danish Institute of Arbitration who will handle payments to the arbitrators, experts, and others.

Par. 2: The parties shall be jointly and severally liable for the total costs of the arbitration case regardless of the way costs have been assigned in the award and whether or not the amount exceeds the security lodged. If this means that one party has to pay for the other party, the former shall have a right of recourse against the latter. The lawyers of the parties shall be liable for costs only if they have undertaken such liability.

Par. 3: Any excess amount of the deposit shall be repaid on the basis of the statement drawn up by the Danish Institute of Arbitration without addition of interest.

Article 48

The arbitral award shall be final and conclusive and binding on the parties.

Article 49

Par. 1: If, during the arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings. If requested by the parties and not objected to by the arbitral tribunal, the arbitral tribunal shall record the settlement in the form of an arbitral award on agreed terms.

Par. 2: An arbitral award on agreed terms shall be made in accordance with the provisions of Article 43 and shall state that it is an arbitral award. Such an arbitral award shall have the same status and legal effect as any other arbitral award on the merits of the case.

Article 50

Par. 1: Within 30 days of receipt of the arbitral award either party may apply to the arbitral tribunal for:



- 1) a correction of an award where, due to an error in computation, a clerical or typographical error or similar errors, the contents of the award are not in accordance with the opinion of the arbitral tribunal,
- 2) an interpretation of the arbitral award, or
- 3) the making of an additional award with regard to claims which, although they were presented to the arbitral tribunal and should have been decided by it, were omitted from the arbitral award.

Par. 2: A request for a correction to or an interpretation of an arbitral award or for the making of an additional award shall be filed with the arbitral tribunal and the other parties with copy to the Danish Institute of Arbitration. The parties must be given an opportunity to give their opinion. The arbitral tribunal will allow the request if it considers it justified. A decision to make a correction or give an interpretation of the arbitral award or to make an additional award shall be made within 60 days of receipt of such request by the arbitral tribunal.

Par. 3: The arbitral tribunal may make corrections to the arbitral award of the type referred to in point 1 of par. 1 above at its own initiative within 30 days of having made the award. The parties must be heard before the tribunal makes the corrected award.

Par. 4: Under special circumstances the arbitral tribunal may extend the periods stated in par. 1 – 3 above.

Par.5: The provisions of par. 1-4 above shall also apply to decisions to correct or interpret the arbitral award as well as to the making of an additional award.

Article 51

Par. 1: The arbitration case shall be terminated by the making of the final arbitral award or by a decision by the arbitral tribunal in pursuance of par. 2 below, Article 45 (1, 2nd sentence), or Article 49 (1, 1st sentence). The arbitration case shall also be terminated by the issuance of the Danish Institute of Arbitration of a communication in pursuance of Article 7 or Article 27 (4).

Par. 2: The arbitral tribunal shall decide to terminate the case in the event that:

- 1) the claimant withdraws his claim, unless the respondent objects to case being terminated and the arbitral tribunal finds that the respondent has a legitimate interest in obtaining a final settlement of the dispute,
- 2) the parties agree to terminate the arbitral proceedings, or
- 3) the arbitral tribunal finds that, for other reasons, a continuation of the arbitral proceedings has been become unnecessary or impossible.

Par. 3: The mandate of the arbitral tribunal shall terminate upon the termination of the arbitral proceedings, however cf. Article 50.

Article 52

Par. 1: When the arbitration case has been terminated and the costs of the case have been paid, the Danish Institute of Arbitration shall return original documents, drawings and similar documents to the parties. Everything else that has been submitted in the case shall remain the property of the Danish Institute of Arbitration.

Par. 2: The Danish Institute of Arbitration shall keep awards and settlements reached before an arbitral tribunal in its files for a minimum of 20 years.



Article 53

The arbitral tribunal shall prepare minutes of meetings held, stating the place and time of the meeting, the participants of the meeting, and the decisions made at the meeting. These minutes shall be forwarded to the parties. If the parties so desire, oral proceedings may be recorded on tape partially or in their entirety or shorthand minutes may be taken.

F. Miscellaneous provisions

Article 54

The members of the arbitral tribunal and the Danish Institute of Arbitration shall treat all matters relating to the arbitration case as confidential.

Article 55

All communications and announcements from the Danish Institute of Arbitration or the arbitral tribunal shall be deemed to have been validly received by a party when forwarded by registered mail to a party's address or last known address or if proven to have reached the party. Correspondence may generally be made by fax or e-mail, while written submissions and documents shall be forwarded by messenger, courier or registered mail.

Article 56

Neither arbitrators nor the Danish Institute of Arbitration, its Council, Board of Representatives or employees can be held liable for any act or omission in connection with a request for arbitration, the processing of an arbitration case, or an award made by an arbitral tribunal.

Article 57

These Rules of Arbitration Procedure of the Danish Institute of Arbitration have been prepared in Danish, English, German and French. In cases where the language used in the proceedings is Danish, German or French, the Danish, German or French version, respectively, of the rules shall apply. In all other cases, the English version of the rules shall apply.

Article 58

These rules shall enter into force on 1 April 2006.

As adopted by the Council of the Danish Institute of Arbitration on 16 January 2006.