



MILAN  
CHAMBER OF  
ARBITRATION

# CAM ON DEMAND

SERVICES FOR PROCEEDINGS NOT  
ADMINISTRATED BY CAM

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## GENERAL PROVISIONS

### I. BODIES

The Milan Chamber of Arbitration (CAM) performs the tasks provided for in the Procedural Guidelines through its Arbitral Council and its Secretariat. These bodies operate in accordance with the CAM Arbitration Rules in force at the time of the filing of any request.

### II. SCOPE

The services provided in the Procedural Guidelines are offered in arbitrations not administered by CAM, individually and separately or as a package, based on the request of the applicant.

Should the parties agree - any time after the filing of the request - on submitting the case to CAM and to its administration, the cost paid by the parties for any service according to the Procedural Guidelines will be deducted from the CAM's fee.

Where applicable and compatible, the services may be offered also for contractual determination proceedings, contractual expertise, expert witness procedure, mediation; in those cases, CAM Mediation Service may develop or support the development of the tasks provided by the Procedural Guidelines.

### III. APPLICANT OBLIGATION

Applicants for services agree to provide information that CAM deems necessary to define content and cost of its service.

### IV. JOINT LIABILITY PAYMENT AND COSTS DETERMINATION

The parties are jointly liable for the payment of the services of this Procedural Guidelines.

Lower costs than those here provided may be determined for individual services in case of specific and grounded circumstances.

Higher costs than those here provided may be determined for any request submitted within a shorter notice than 45 days.

### V. CONFIDENTIALITY

CAM shall keep any information confidential with regard to the services requested in accordance with this Procedural Guidelines.

### VI. ENTRY INTO FORCE

The Procedural Guidelines is in force as of 1 January 2022.

# 1. APPOINTMENT

## 1.1. APPOINTING AUTHORITY

CAM acts as appointing authority in proceedings that it does not administer. Where the parties request CAM to appoint an arbitrator, the Arbitral Council makes the appointment. Where the parties so expressly agree, the President of the Chamber of Arbitration, the President of the Arbitral Council or the General Director of the Chamber of Arbitration can make the appointment.

## 1.2 LIST PROCEDURE OF APPOINTMENT

Upon request, CAM drafts and communicates a list of professionals from whom the parties may appoint the arbitrator or the arbitrators.

## 1.3 WAY OF APPOINTMENT

In order to appoint an arbitrator CAM takes into consideration any condition agreed upon by the parties, the nature of the dispute, the subject matter of the dispute, the rules applicable to the merits as well as to the procedure, any linguistic skills and any other appropriate circumstance. CAM also takes into consideration the case at hand in order to appoint an independent and impartial arbitrator, regardless of his/her role within the panel.

Unless otherwise provided by parties, CAM cannot appoint as arbitrator:

- a) members of the Board, members of the Arbitral Council and auditors of the Chamber of Arbitration;
- b) CAM employees;
- c) professional partners, employees and those who have an ongoing professional relationship with the persons indicated at point a).

## COST

### APPOINTMENT OF ONE OR THREE ARBITRATORS

**Amount in dispute up to Euro 2.500.000**

- Euro 1.000 plus VAT where due, for each individual appointment
- Euro 2.500 plus VAT where due, for the appointment of the entire panel (3 arbitrators).

**Amount in dispute above Euro 2.500.000**

Euro 4.000 plus VAT where due, for each individual appointment.

**LIST PROCEDURE OF APPOINTMENT**

**Amount in dispute up to Euro 2.500.000**

- Euro 2.000 plus VAT where due, for a list of 3 arbitrators
- Euro 500 plus VAT where due, for each additional arbitrator

**Amount in dispute above Euro 2.500.000**

- Euro 5.000 plus VAT where due, for a list of 3 arbitrators
- Euro 1.000 plus VAT where due, for each additional arbitrator

## 2. CONTROL OF THE INDEPENDENCE OF THE ARBITRATORS

Parties can request CAM to control the independence of the arbitrator. In these cases, CAM collects the arbitrator's statement of independence and impartiality, and forwards it to the parties.

The parties, within the time limit set by CAM, can submit observations on the statement or challenge the arbitrator.

After having possibly heard the other parties and the arbitrator on the observations or the challenge, the Arbitral Council decides on the independence of the arbitrator and informs the parties.

The decision of the Arbitral Council is final and binding upon the parties, unless they agree otherwise.

### COST

**Amount in dispute up to Euro 2.500.000**

Euro 3.000 plus VAT where due, for each individual arbitrator.

**Amount in dispute above Euro 2.500.000**

Euro 5.000 plus VAT where due, for each individual arbitrator.

## 3. MANAGEMENT AND MAINTENANCE OF THE FILE

Upon request of the parties or of the arbitral tribunal, CAM maintains the file of the arbitration by dating, registering and forwarding briefs, documents and communications of the proceedings among the parties and the arbitrators.

Any time limit set by the Arbitral Tribunal shall be complied with on the date on which any transmission has been completed with CAM.

### COST

Cost is set by CAM Secretariat on the basis of the amount in dispute by making reference to the Schedule of Fees of CAM Arbitration Rules in force when the request is submitted and to the CAM's fee fixed thereto.

Cost is set between 30% and 50% of the CAM's fee fixed thereto, starting from a minimum of Euro 4.000 plus VAT where due.

## 4. HEARING SECRETARY AND TAKING OF THE MINUTES

Upon request of the parties, CAM provides a representative of the Secretariat who attends the hearing and takes the minutes.

### COST

Cost is set on the basis of the amount in dispute by making reference to the Schedule of Fees of CAM Arbitration Rules in force when the request is submitted and to the CAM's fee fixed thereto.

Cost is set between 15% and 25% of the CAM's fee fixed thereto, starting from a minimum of Euro 2.000 plus VAT where due, up to 8 hearing-hours as a whole

## 5. HEARINGS

### 5.1 IN PRESEN HEARING

Upon request of the parties or of the arbitral tribunal, CAM hosts hearing at its premises. Hearing are hosted in Milan and Rome. Parties and arbitrators shall check rooms' capacity, availability and cost in advance with CAM.

Any travelling costs for CAM to attend the hearing shall be borne by the parties.

### 5.2 REMOTE HEARING

At the request of the parties or the arbitration tribunal, CAM organizes virtual hearings by providing an adequate platform attended by a virtual administrator performing ordering and controlling tasks, as well as first aid technical support.

### COST

The daily cost is Euro 750 plus VAT where due, based on a 8-hour hearing. Reduced costs may be determined for hearing lasting half days or for more than 5 days.

## 6. HEARING SUPPORTING SERVICES

Upon request of the parties or of the arbitral tribunal, CAM organizes recording, transcript, direct transcript, translation and audio/video conference services, whose costs shall be borne by the parties.

Upon request, CAM may organize further supporting services, such as catering services, shipping, laptop rental etc., whose costs shall be borne by the parties.

### COST

Cost is fixed in advance by CAM on the basis of each request.



## 7. ECONOMIC MANAGEMENT OF THE PROCEEDINGS

Parties can entrust CAM with the economic management of the arbitration. Such a management consists of determining the amount in dispute, fixing and collecting the advances on the costs to be paid by the parties, deciding the amounts for the arbitral tribunal's fees and expenses, as well as for the tribunal's expert (if any). In order to determine these amounts, CAM makes reference to its Arbitration Rules and the Schedule of fees attached thereto.

CAM Secretariat may require any party and arbitrator the information it deems necessary for CAM to better determine the costs.

Expenses are reimbursed upon presentation and control of the relevant supporting documentation, and they include travelling, meals and accommodations.

Any further expenses shall be considered to be covered by the arbitrator's fee.

### COST

Cost is set by CAM Secretariat on the basis of the amount in dispute by making reference to the Schedule of Fees of CAM Arbitration Rules and to the CAM's fee fixed thereto.

Cost is set between 35% and 60% of the CAM's fee fixed thereto, starting from a minimum of Euro 5.000 plus VAT where due.

## 8. DETERMINATION OF ARBITRAL FEES AND EXPENSES

Upon request of the parties and/or arbitrators, CAM may determine the amount of fees and expenses of arbitrators and Arbitral Tribunal's Expert in non-administered arbitrations.

CAM performs this task by taking into consideration the amount in dispute, the complexity of the case, the time that the arbitrators devoted to it and any other relevant circumstance, by requiring from parties and arbitrators any information it deems appropriate.

### **COST**

Min Euro 2.000- max Euro 10.000 plus VAT where due, on the basis of the amount in dispute, the complexity of the analysis and the quantity of data and information to be examined and required from parties or arbitrators.

## 9. SANITIZING AWARDS AND OTHER ACTS

Upon request, CAM may sanitize an arbitral award or other acts or decisions, in order to render it anonymous.

### **COST**

Cost is Euro 50 plus VAT where due, for each page up to 2.000 characters.

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