

**Dispute Board Regulation - 2019**

(Dispute Prevention and Resolution Board - DPRB)

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# PRELIMINARY PROVISIONS Article 1 – Scope of the Rules

* 1. The Dispute Prevention and Resolution Board (“DPRB” or “Dispute Board”), established in accordance with the Dispute Resolution Board Regulation of the “Centro Brasileiro de Mediação e Arbitragem” (Brazilian Center for Mediation and Arbitration) (“Regulation”), represents an out-of-court method of resolving conflicts between the parties (“Parties”) in contracts with non-immediate execution, according to Articles 3, Paragraphs 3, 4, and 6 of Law 13.105, dated March 16, 2015 (Civil Procedure Code).

Sole Paragraph: The DPRB is not an Arbitral Tribunal, and thus, the rules of Law 9.307/96 do not apply to it. Its decisions do not carry the effects of rulings issued by an Arbitral Tribunal or the Judiciary.

* 1. The Parties shall cooperate with one another and with the Members of the DPRB for the conduct of the proceedings and the application of this Regulation.
  2. The Parties’ reference to the choice of this Regulation in their contracts makes it an integral part of them, and making its compliance mandatory.

# DISPUTE RESOLUTION BOARD’S PURPOSES AND MODES OF OPERATION Article 2 - Purposes of the Dispute Resolution Boards

* 1. The main purposes of the CPRD are:
     1. Resolve quickly, technically and based on strict compliance with the contract entered into and between the Parties (“Contract”), disputes that may arise during the execution of the contractual scope;
     2. Protect the schedule and contractual scope of the individual interests of the Parties;
     3. Prevent the emergence of disputes, encouraging the resolution of potential contractual disagreements at the time of their inception, and thereby avoiding the complications and costs associated with their prolonged duration.

# Article 3 – Modes of Operation of the Dispute Resolution Boards

3.1 The primary modes of operation of the DPRB, constituted in accordance hereunder, are four:

|  |  |  |
| --- | --- | --- |
|  | a. | Provide Preventive Informal Assistance: upon request by any of the Parties or on  its own initiative, the DPRB shall provide assistance (“Informal Assistance”) to the Contracting Parties for the amicable resolution of a conflict related to the Contract. In providing Informal Assistance, the DPRB may use any technique it deems appropriate but may not act as a mediator of the conflict; |
| b. | Issue a Conclusion: upon joint request by the Parties, the DPRB shall issue a conclusion (“Conclusion”) on the inquiry submitted to it, non-mandatory and non-binding with respect to other requests subsequently submitted to them; |
| c. | Issue a Recommendation: upon joint request by the Parties, the DPRB shall issue a recommendation (“Recommendation”) on the inquiry concerning a dispute submitted to it, non-mandatory; and |
| d. | Issue a Decision: upon joint request or request from one of the Parties, the DPRB shall issue a decision (“Decision”) on the inquiry concerning a disagreement submitted to it, which must be mandatorily adopted. |
| 3.2 |  | The DPRB may operate overseeing the Contract on a permanent basis (“Permanent DPRB”) or upon request by the Parties (“*Ad Hoc* DPRB”): |
|  | a. | Permanent DPRB: established at the time of the Contract’s conclusion or at a later date, remaining active throughout the term of the Contract, regardless of the existence or non-existence of a disagreement; and |
|  | b. | *Ad Hoc* DPRB: established only upon the occurrence of a formally submitted disagreement, remaining active until the issuance of the Decision and after the conclusion of the proceedings applicable to it. |
|  |  | Sole Paragraph: The Parties may, by mutual agreement, decide on the continued operation of the *Ad Hoc* DPRB, converting it to Permanent. |
| 3.3 |  | The Permanent DPRB and the *Ad Hoc* DPRB may be composed of one (1) member or three (3) members, where the DPRB composed of one (1) member shall have only the Chairman of the Board, and the DPRB composed of three (3) members shall have two (2) Technical Members and one (1) Chairman of the Board. |
|  |  | Sole Paragraph: There is a provision for the DPRB to be composed of more than three (3) |
|  |  | members in Contracts of high technical complexity. In this case, all members |
|  |  | shall equally perform the ordinary functions of overseeing the Contract, and it shall be up to the |
|  |  | Chairman, when the Parties request the issuance of Decisions or Recommendations, to compose |

the Board with the most technically qualified members to assess the dispute, and the Board’s composition shall always be odd-numbered.

# TYPES OF DISPUTE RESOLUTION BOARDS Article 4 - Recommendation Board

4.1 The Recommendation Boards provide Informal Assistance, issue Conclusions, and

Recommendations, according to Article 3.1 “a”, “b”, and “c” hereof.

# Article 5 - Decision Board

5.1 The Decision Boards provide Informal Assistance, issue Conclusions, and Decisions,

according to Article 3.1 “A”, “b”, and “d” hereof.

# Article 6 - Joint Board

6.1 The Joint Boards provide Informal Assistance, issue Conclusions, Recommendations, and

Decisions, according to Article 3.1 “a”, “b”, “c”, and “d” hereof.

# FORMATION OF THE DISPUTE RESOLUTION BOARDS AND REQUIREMENTS FOR THE OPERATION OF THEIR MEMBERS

# Article 7 – DPRB Formation

* 1. The Technical Members and the Chairman of the Board shall preferably be chosen between the members from the lists provided by the CBMA (“Lists”) or others recommended by it, comprised of professionals with acknowledged experience in their fields of operation and with the required training to perform, technically and efficiently, the functions entrusted to them by the Parties.
  2. The Chairman of the Board shall have legal training and preferably be experienced in the conduct of other Out-of-Court Methods of Dispute Resolution (MESCs - “Métodos Extrajudiciais de Solução de Controvérsias”), and training in MESCs is also advisable for the technical members.
  3. The DPRB shall be established and its Members shall be appointed in accordance with the terms and other provisions of the Contract or otherwise agreed by the Parties or, in the absence of provisions, as per this Regulation. The operation of the DPRB shall commence once the Parties and the DPRB Members sign the DPRB Establishment Contract

with the Member(s), preferably within thirty (30) days of the start of the Contract execution, ending on Contract final expiration date or at a later time if so defined in the DPRB Establishment Contract or by mutual agreement between the Parties.

Sole Paragraph: Should the Contract be silent regarding the type of DPRB to be established, it shall be a Joint, Permanent Board comprised of three (3) members.

* 1. The members of the Permanent DPRB shall be appointed by mutual agreement between the Parties, who shall choose the professional designated for the role within the period established in the Contract or, if the Contract is silent, within the periods set forth below:
     1. For a Permanent DPRB composed of one (1) member, the Parties shall jointly appoint the Chairman of the Board within seven (7) days from the signing of the Contract or the start of its execution.
     2. For a Permanent DPRB composed of three (3) members, the Parties shall appoint the technical members within seven (7) days from the signing of the Contract or the start of its execution, each submitting the name of one professional for approval by the other Party, which shall have seven (7) days to confirm the appointment; once the names of the jointly chosen Technical Members are confirmed, the chosen Technical Members shall jointly choose and nominate the Chairman of the Board within 7 (seven) days after the appointment of the last Technical Member, and the Parties shall confirm the acceptance of the proposed professional within seven (7) days after being informed of the appointment.

Sole Paragraph: Should the DPRB be composed of more than three (3) members, as provided in the Sole Paragraph of Item 3.3., it shall be established in the same way as provided in letter “b” above.

* 1. The members of the *Ad Hoc* DPRB shall be appointed by mutual agreement between the Parties, who shall choose the professional designated for the role within the period established in the Contract or, if the Contract is silent, within the periods and form set forth below:
     1. For an *Ad Hoc* DPRB composed of one (1) member, the Parties shall jointly appoint the Chairman of the Board within 7 (seven) days from the notice of the disagreement’s existence to CBMA (“Disagreement Notice”).
     2. If the DPRB consists of three (3) members, the Parties shall appoint the technical members within seven (7) days from the Disagreement Notice, each submitting the name of a professional for approval by the other Party, which shall have seven (7) days to confirm the appointment; once the names of the jointly chosen

Technical Members are confirmed, the chosen Technical Members shall jointly choose and nominate the Chairman of the Board within seven (7) days after the appointment of the last technical member, and the Parties shall confirm the acceptance of the proposed professional within seven (7) days after being informed of the appointment.

* + 1. A prompt appointment mode for the *Ad Hoc* DPRB composed of three (3) members is provided, which consists of the appointment by the Parties of the Chairman of the Board within 7 (seven) days from the dispute existence notice to the CBMA (“Disagreement Notice”) and the appointment by the Chairman of the Board, within seven (7) days after the confirmation of his/her name, of the names of the two (2) Technical Members that will compose the DPRB, subject to confirmation by the Parties within seven (7) days after being informed of the appointments. The choice of the prompt mode shall be declared during the Disagreement Notice to the CBMA.
  1. Once the periods specified in the Items and Subitems above are exceeded, without the Parties or Technical Members reaching a consensus, any Party or the Technical Members may request the assistance of the CBMA for the appointment.

Sole Paragraph: When the appointment of one of the DPRB members falls to the CBMA, it shall consider the professional’s qualifications, his/her availability, as well as any observations, comments or requests from the Parties, and shall preferably consult the Parties to provide potential names.

* 1. In the event of the replacement of any of the Technical Members or the Chairman of the Board - whether due to death, request for replacement by the Parties, or at the request of the Technical Members themselves or the Chairman of the Board (“Replacement”) - the new DPRB member shall be appointed in the same manner as the replaced member.
     1. All actions taken by the DPRB prior to the Replacement shall remain valid after the replacement, unless otherwise decided by the DPRB upon the Board’s new composition.
     2. Until the effective Replacement, the remaining members of the DPRB shall refrain from providing Informal Assistance, Issuing Opinions, Recommendations or Decisions, and holding hearings without the Parties' express agreement, suspending any periods possibly applicable to these actions.
  2. Within seven (7) days from the first notice between any of the Parties and the CBMA, the DPRB Setting Up Agreement (“Agreement”) shall be signed, which shall include:
     1. Name and qualification of the Parties;
     2. Address, phone, and email of the Parties or their representatives for receiving notices, summons, and communications;
     3. DPRB’s location of operation, the language, and the legal rules, standards, or principles applicable to the proceeding; and
     4. Other information provided herein and that are important for the smooth progression of the DPRB and the CBMA Office’s work.

# Article 8 - Requirements for the operation of the Technical Members and the Chairman of the Board

* 1. Upon accepting their nomination, the Technical Members and/or the Chairman of the Board undertake to carrying out their duties hereunder.
  2. The Technical Members and the Chairman of the Board shall act with independence, impartiality, competence, diligence, and discretion throughout their duties.
     1. Every DPRB potential member shall sign a statement of independence, impartiality, and availability, and immediately communicate in writing to the Parties, the other DPRB members, and the CBMA Office, all facts and circumstances that might cast doubt on their independence, impartiality, or availability to the Parties, including any that may arise during their tenure.
     2. Unless otherwise agreed, should a Party wish to dismiss a DPRB member due to an alleged lack of independence, impartiality, competence, and/or availability, or for any other reason, such as failure to fulfill his/her duties, it shall do so within seven (7) days of becoming aware of the facts causing the dismissal. Unless otherwise agreed, the request shall be submitted to the CBMA, which, respecting the right of the other involved Parties to respond, shall decide on the matter.
     3. Should the dismissal of a DPRB member be granted, the member shall be replaced as set forth herein.
  3. Any DPRB Member may resign his/her tenure, provided he/she notifies the Parties, the other DPRB members, and the CBMA Office, and shall remain in his/her role at least until the end of the month following the resignation.

# Article 9 - Confidentiality

* 1. Unless otherwise agreed by the Parties or legally required, all information obtained by DPRB members in the course of their duties shall be used exclusively for DPRB activities and shall be treated as confidential.
  2. DPRB members may not operate in any judicial, arbitration, or similar proceeding related to the dispute submitted to the DPRB, whether as an arbitrator, expert, technical assistant, witness, legal representative of a Party, or consultant, unless otherwise agreed by the Parties or due to a court decision.

# Article 10 - DPRB Establishment Contract

* 1. Before the commencement of the Technical Members and the Chairman of the Board's activities, whether for Permanent or Ad Hoc DPRBs, the Parties and each of the DPRB Members shall sign the DPRB Establishment Contract, according to the model provided by the CBMA, within seven (7) days after confirming the appointments of the professionals who will serve on the DPRB.
  2. The DPRB Establishment Contract shall define how the Board will oversee the Contract, preferably including, if there is already a consensus among the Parties, the frequency of reports, technical site visits to the Contract execution locations, regular meetings with the Parties, how special meetings must be called, the support used for drafting the meetings’ minutes, and any other matters to be regulated hereunder.

Sole Paragraph: The DPRB Establishment Contract may be modified during its term, provided that by mutual decision of the Parties and with the unanimous agreement of the DPRB members.

* 1. The Parties may, by mutual agreement, at any time, without need for justification and with immediate effect, terminate the DPRB Establishment Contract, or terminate the mandate of a DPRB member. However, they shall make the monthly fee payment for the Member in question for at least three (3) months following the termination of the Contract or end of the tenure, unless otherwise agreed between the Parties and the DPRB member in question.

# DPRB'S PROCEEDINGS Article 11 - DPRB’s Proceeding

* 1. The DPRB proceeding shall be ruled by the agreement between the Parties, as provided for in the Contract, the DPRB Establishment Contract, in other documents and, if these are silent, by the terms hereof. Nevertheless, the DPRB may:
     1. determine the language of the proceeding, respecting any agreements between the Parties;
     2. request the Parties to provide all documents that the DPRB deems necessary to perform its duties;
     3. convene meetings, site visits to the location of the Contract’s execution, and hearings;
     4. decide on all procedural issues raised during a meeting, site visit, or hearing;
     5. appoint experts, provided they have the consent of the Parties;
     6. make questions to the Parties, their representatives, and any witnesses that the DPRB convenes, in the order it sees fit;
     7. issue measures to preserve evidence; and
     8. take all required actions to faithfully carry out its duties.
  2. DPRB decisions related to the rules governing the proceeding shall be made by a majority. If there is no majority, the Decision must be rendered solely by the DPRB’s Chairman.
  3. The DPRB may take measures it deems appropriate to preserve the confidentiality of information and trade secrets.
  4. After the DPRB is established, the Parties shall fully cooperate and provide the DPRB with everything required to keep its members fully informed about the Contract and its execution, including any disagreements.
  5. Soon after the DPRB is established, its members shall inform the Parties about which types of correspondence and communications related to the Contract they must be copied on. The DPRB members may also request that the Parties send periodic reports on the Contract's execution, including analyses of potential delays.
  6. At the start of their activities, and if not already defined in the DPRB Establishment Agreement, the DPRB shall consult the Parties to establish a meeting schedule and,

depending on the type of Contract, for site visits related to its execution. The frequency of scheduled meetings and visits shall be sufficient to keep the DPRB informed about the Contract's execution and any potential disputes. Additionally, the DPRB may convene extraordinary meetings and visits by a majority decision whenever it deems necessary.

* 1. Either Party may request an urgent meeting or site visit, provided they give proper justification. DPRB members shall respond to such request as soon as possible and make their best efforts to be available for the meeting or visit within, at most, ten (10) days following the request, or sooner, if circumstances dictate so.
  2. Ideally, the DPRB members and representatives of the Parties shall attend all meetings and visits. If one of the Parties fails to attend any scheduled meeting or site visit, the DPRB may decide whether to proceed without the absent Party.
  3. If, exceptionally, one of the members cannot attend a scheduled meeting or site visit, the Chairman of the DPRB or, in his/her absence, the CBMA, may decide whether to proceed without the absent member.
  4. Should a Party refuse to participate in the DPRB proceeding or any stage of it, or should it fails to appear without justifying its absence, the DPRB shall decide on the appropriateness of continuing the proceeding, deciding in this case on the allocation between the Parties of the costs resulting from its implementation or its cancellation.
  5. The DPRB shall conduct the proceeding respecting the adversary system, equality of the Parties, their impartiality and independence, as well as their free judgment.
  6. At the beginning of regular meetings, the Parties shall inform the Board of all ongoing matters in the execution of the Contract, submitting for its consideration those that are a subject of disagreement and that have been included by the Parties in the Meeting Agenda.
  7. The Board shall assist the Parties in seeking a consensual solution to the matters in disagreement, and these shall be recorded in the minutes along with the information considered relevant by the DPRB and the Parties.
  8. Should the matters in disagreement be not resolved, the DPRB shall set a period for the Parties to resolve the issues outside the meeting or submit their request for Recommendation or Decision, as the case may be and according to the provisions hereof.
  9. During meetings and visits, the Parties shall provide the DPRB with adequate workspace with appropriate secretarial and information technology resources for the performance of its duties.
  10. After each meeting and each contract compliance site visit, the DPRB shall draft meeting minutes or a site visit report, which shall include a list of attendees.

# Article 12 - Communications, Deadlines, and Document Deliveries

* 1. Communications shall be carried out in the manner agreed upon between the Parties and the members of the DPRB and, if not previously defined, may be made by email to the email address indicated by the Parties in the DPRB Setting Up Agreement. The next day, they shall be delivered in person with a protocol or sent by express mail with acknowledgment of receipt.
  2. All statements from the Parties shall be made in writing, and the delivery and reproduction of documents shall be allowed. All documents (including attachments) shall be sent by the Parties, DPRB members, and/or the CBMA simultaneously in sufficient copies so that each Party, Members, and the CBMA Office receive one copy. However, in the case of a shared deadline between the Parties, document delivery shall be allowed to the opposing party only on the next business day.
  3. If the CBMA provides a virtual file storage system, the Parties may choose not to provide physical copies, restricting all document production and circulation to digital format, making their choice known in the DPRB Setting Up Agreement, or otherwise, at any other time during the DPRB's term.
  4. Deadlines shall be counted excluding the starting day and including the expiration day, starting on the next business day.
  5. The deadlines herein shall be suspended during the CBMA recess time. However, the DPRB shall be available to the Parties for extraordinary meetings or to assess the need for urgent Recommendations or Decisions, if necessary. The DPRB Chairman shall be responsible for the safekeeping of the minutes and materials produced during this period and shall deliver them to the CBMA at the end of the recess, so that internal organization can be resumed.
  6. The counting of business days shall be based on the Rio de Janeiro City calendar, excluding the CBMA recess days. For scheduling visits, any day that is a holiday at the contract fulfillment location shall not be considered a business day.

# Article 13 - Disagreement

If, during its work, the DPRB considers that there is a potential disagreement between the Parties, the DPRB may encourage the Parties, aiming to help them avoid such disagreement on their own or with the DPRB’s help. The DPRB may suggest proceedings to avoid disagreement, offering itself for Informal Assistance and advisory opinions by issuing a Conclusion.

# Article 14 – Informal Assistance

* 1. At its own initiative or at the request of one of the Parties, the DPRB may informally assist the Parties in resolving disagreements, which may occur during meetings and visits, in the form of conversations between the DPRB members and the Parties.
  2. The positions possibly expressed by the DPRB during informal assistance do not bind its members regarding subsequent Recommendations and Decisions.

# Article 15 - Formal Submission of Inquiries and Disputes to the DPRB

* 1. Should the Parties intend to submit an Inquiry to the DPRB for the issuance of a Conclusion, they shall submit to the DPRB and the CBMA Office a clear presentation of the object of the inquiry and the request (“Inquiry Description”).
  2. The Party intending to submit a Disagreement to the DPRB for the issuance of a Recommendation or Decision, depending on the type of DPRB in operation, shall present to the other, the DPRB, and the CBMA Office a written exposition of the dispute and its arguments (“Disagreement Notice”), containing the following information:
     1. a clear and concise description of the nature and circumstances of the dispute;
     2. a list of the disputed issues submitted to the DPRB for Recommendation or Decision and the presentation of the Claimant's position on these issues;
     3. all the grounds supporting the position of the Claimant, including documents, drawings, schedules, and letters;
     4. the submission of the request for the Recommendation or Decision requested from the DPRB by the Claimant, with a description of the involved values or, if non-liquid, its good faith estimate;
     5. any requests for urgent or conservatory measures;
  3. The date of receipt of the Disagreement Notice by the Chairman of the DPRB shall be considered, for all purposes, its term.
  4. The Parties shall remain free to, at any time, reach an agreement on the dispute, with or without the assistance of the DPRB, and the DPRB and the CBMA Office shall be duly notified.

# Article 16 - Responses and Supplementary Documents

* 1. Unless otherwise agreed by the Parties or contrary instructions from the DPRB, the Respondent shall present a “Response”, in writing, to the Dispute Description, within 15 (fifteen) days following its receipt. The Response shall include:
     1. a clear and concise presentation of the Respondent’s position regarding the dispute; and
     2. the basis for the Respondent’s position, such as documents, drawings, schedules, and letters;
  2. The DPRB may, at any time, request a Party to provide additional written clarifications or supplementary documents. It may also set a date for the clarifications to be made orally and shall summon any stakeholders. Each of these requests shall be communicated by the DPRB to all Parties with a copy to the CBMA Office in writing.

# Article 17 - Organization and Conduct of Hearings

* 1. A hearing shall be held for the preliminary hearing of disputes unless the Parties have agreed otherwise.
  2. Unless otherwise resolved by the DPRB, especially in urgent cases, the hearing shall be held within fifteen (15) days from the receipt of the Response by all DPRB members.
  3. The DPRB shall decide the location of the hearing, the costs of which shall be borne by the Parties. The DPRB may request advances from the Parties.
  4. The hearing shall be held in the presence of all DPRB members unless the DPRB decides, in cases of urgency, in light of specific circumstances and after consulting the Parties, that it is appropriate to hold the hearing even in the absence of one of the DPRB members. However, if a DPRB member is replaced—for instance, due to their death, resignation, or tenure revocation—a hearing may only be held with the two remaining members in urgent cases and with all Parties' consent.
  5. The absence of one of the Parties at the hearing, once duly summoned, shall not prevent its conduct unless the DPRB justifiably decides otherwise.
  6. The DPRB shall have full powers to conduct hearings as it deems appropriate, respecting the principles of adversarial proceedings, the equality of the Parties, and the impartiality and independence of DPRB members.
  7. The Parties shall attend the hearing personally or through duly authorized representatives responsible for the execution of the Contract. They may also be assisted by lawyers and service providers.
  8. Unless the DPRB determines otherwise, the hearing shall proceed as follows:
     1. Presentation of the case, first by the Claimant and then by the Respondent;
     2. DPRB indicates to the Parties any issue requiring further clarification;
     3. Parties clarify the issues raised by the DPRB; and
     4. Each Party responds to the clarifications provided by the other, insofar as such clarifications have raised new issues.
  9. The DPRB may ask the Parties to present a written summary of their final positions

(“Final Positions”) within fifteen (15) days after the hearing.

* 1. The DPRB may deliberate and sign the Recommendation or Decision anywhere it deems appropriate.

# Article 18 - Issuance of Recommendation or Decision

* 1. The DPRB shall issue its Recommendation or Decision within a maximum period of 30 (thirty) days, counted from the deadline for receiving the Final Positions. The DPRB may extend this period due to the nature and complexity of the dispute and other relevant circumstances.
  2. The Recommendation or Decision should preferably be issued unanimously or, if this cannot be achieved, by a majority. Should a majority not be reached, the Chairman of the Board shall issue the decision, justifying it as deemed appropriate, allowing the other members to provide their opinion separately in such a case.
  3. Mandatory requirements for a Recommendation or Decision are:
     1. the report, containing the names of the Parties and a summary of the dispute;
     2. a summary of the proceedings adopted by the DPRB;
     3. Its reasons;
     4. The operative part, containing the Recommendation or Decision, as the case may be; and
     5. The date, place it was issued, and the signatures of all members.
  4. The Board is free, in forming its judgment, at its discretion or at the request of the Parties, to request additional documents, conduct inquiries, order technical evidence, hear witnesses and/or representatives of the Parties, and take any actions deemed appropriate for the good performance of its duties.
  5. Complying with a Recommendation is not binding on the Parties and consists of the DPRB's impressions of the submitted dispute, to be used by the Parties as they see fit.
  6. Complying with a Decision is always binding, with any non-compliance having relevant contractual and legal effects.

Sole Paragraph: Notification of a Challenge, the request for Corrections and Clarifications, or the submission by any of the Parties to Arbitration or the Judiciary does not remove the obligation to comply with the Decision.

* 1. If any of the Technical Members cannot sign or refuses to sign the Recommendation or Decision, this fact must be certified by the Chairman of the Board.

# Article 19 - Correction and Clarification of Conclusion, Recommendation, or Decision

* 1. Within ten (10) days from the receipt of the notice or from the personal knowledge of the Parties, the interested Party, by notifying the other party, the DPRB, and the CBMA Office, may request the DPRB to:
     1. correct any material error;
     2. clarify any obscurity, doubt, or contradiction, or
     3. comment on an omitted point on which it should have expressed an opinion.
  2. On its own initiative, the DPRB may correct any material, calculation or typographical error, or any similar errors found, provided such correction is submitted to the Parties within ten (10) days from the date the said Recommendation or Decision is issued. In this case, the deadlines set forth herein related to the request for clarification by the Parties will restart.
  3. After receipt of the request by the sole member or by the DPRB Chairman, as the case may be, the DPRB may grant the other Party ten (10) days from the receipt of the request by this Party to submit its comments on the request for clarification. Any correction or clarification by the DPRB shall be made within ten (10) days from the date the deadline for receiving the Parties' comments expires.

# Article 20 - Disagreement Notice

* 1. Any Party dissatisfied with the Decision may submit to the Party and to the members of the DPRB, within up to thirty (30) days of receipt of the notice or of the personal knowledge of the Parties of the Decision or of the decision on judgment of a request for clarifications related thereto, its “Disagreement Notice” in writing, specifying the reasons for its dissatisfaction.
  2. The purpose of the Disagreement Notice is to formalize the disagreement in relation to the Decision, allowing the disagreeing Parties to trigger the formal proceeding provided for in the Contract for the final resolution of disputes, whether in the Judiciary or in Arbitration.

# Article 21 - Admissibility of the Recommendation or Decision in Subsequent Proceedings

Unless otherwise agreed by the Parties, a Recommendation or Decision shall be admissible in any judicial or arbitral proceeding, provided that all Parties to this proceeding have been a Party in the DPRB proceeding in which the Conclusion or Recommendation was rendered.

# DISPUTE RESOLUTION BOARDS' COSTS AND FEES Article 22 - DPRB members’ Cost and Fee Regulation

* 1. Unless otherwise provided in contract, the costs pertaining to the DPRB and the fees of its members shall follow the Cost Regulation of the Dispute Resolution Boards of CBMA (Annex II hereof), subject to periodic review.
  2. The Board may, due to the exceptional circumstances of the case, make decisions concerning costs, beyond those set by the Court, and order their payment.
     1. When making decisions concerning costs, the Board shall consider the relevant circumstances of the case concerning the merit of the decision and the conduct of the Parties during the proceedings.
     2. In the case of an increase in costs due to exceptional circumstances, each Party shall be individually responsible for those they have caused.

# Article 23 - Sharing of Expenses

All expenses incurred from the constitution of the DPRB until its dissolution shall be equally borne by the Parties, except in cases of: (i) agreement otherwise by the Parties; (ii) decision of the Board for exceptional costs with individual responsibility or (iii) exceptional allocation of costs as provided in Item 22.2. “a” above.

# Article 24 - Non-Payment of Costs and Fees by the Parties

* 1. The failure of one of the Parties to pay their respective share of the costs, fees and/or expenses, within twenty (20) working days following the receipt of the CBMA invoice, shall authorize the CBMA Office, without prejudice to other rights, to suspend the services of the DPRB after five (5) business days from the sending of the suspension notification to the Parties and the members of the DPRB; a suspension that will remain in effect until the full payment of all

unpaid amounts, plus a 2% fine and one percent (1%) interest per month *“pro rata die”*, plus monetary adjustment by the IGP-M or, in case of its extinction, by another index to be set by the CBMA.

* 1. If one of the Parties fails to pay the CBMA, by the designated date, its share of the fees and expenses, the other may, without this implying a waiver of its rights, make the payment of the outstanding amount. The Party making said payment shall have the right, without prejudice to others, to be reimbursed by the defaulting Party for all amounts paid for this purpose, plus 1% (one percent) interest per month "pro rata die" and monetary adjustment by the IGP-M or, in case of its extinction, by another index to be determined by the CBMA.

# GENERAL

* 1. Under no circumstances the members of the DPRB or the CBMA and/or its employees shall be liable for any damages related to or arising from the activities of the DPRB and the CBMA. The Parties assume the broadest and total responsibility to indemnify the members of the DPRB, the CBMA and/or its employees for any damages related to or arising from the activities of the respective DPRB and the CBMA.
  2. Cases omitted from the Regulations and doubts concerning its rules and application will be resolved by the Chairman of the CBMA or, if unable, by the person responsible for the Dispute Boards area.
  3. This Regulation repeals the previous one and comes into effect at the time of its availability to the public, applying retroactively to ongoing Proceedings, unless otherwise stated by the Parties.