# Introduction

Regulation for Appellate Sports Arbitration (effective from 10/10/2019)



This Regulation for Sports Arbitration apply to any appeals lodged against decisions made by federations, associations, or any other sports body, whenever the statute or regulations of the entity stipulate that said appeal must be managed by the CBMA. The appeal may also be submitted to CBMA by express agreement to that effect.

Decisions involving matters or activities related to sports may be appealed before the CBMA, whether they have a pecuniary nature or not.

# Preliminary Provisions

* 1. Parties contracting the services of CBMA agree to and adopt the Regulation for Sports Arbitration and Cost Regulation at the time of the appeal’s submission.
  2. CBMA’s services aim to ensure compliance with the Regulation and related acts, and CBMA shall not be able to resolve disputes submitted to arbitration, leaving to the Arbitral Tribunal or the arbitrator (hereinafter jointly referred to as “Arbitral Tribunal”, “Arbitrator” or “Arbitrators”) the responsibility achieving the purposes agreed in the arbitration covenant and other arbitration-related instruments.
  3. The arbitrators, the CBMA, and their employees shall not be liable to any person for any acts or omissions related to an arbitration.
  4. Any controversy regarding the interpretation and application hereof shall be decided by the Arbitral Tribunal. In case of multiple arbitrators, the decision shall be made by majority. Should there be no decision by majority, the vote of the Chairman of the Arbitral Tribunal shall prevail.
  5. Parties may be assisted or represented in arbitration by a person of their choice. The names, addresses, phone numbers, and emails of the parties’ representatives shall be communicated in writing to the CBMA Office, the opposing party, and the Arbitral Tribunal. The party shall provide written proof of its representation.

# Communications, notices, and deadlines

* 1. All documents, petitions, reports, and written communications shall be submitted in a number of copies corresponding to the number of parties and arbitrators, in addition to another copy to be forwarded to the CBMA Office. The



documents that may follow the parties’ pleadings shall preferably be forwarded via USB drives.

* 1. Communications from the Arbitral Tribunal and the CBMA Office to the Parties shall be forwarded, with acknowledgment of receipt, to the address provided by the interested parties and may also be made by any other means that proves its sending, such as email, facsimile, or telegram.
     1. Notices and communications from the CBMA or the Arbitral Tribunal shall be sent to the address indicated in the Appeal or to an address specified at a later date.
  2. Deadlines set herein shall be counted in calendar days, starting on the first business day following the receipt of the communication with its attachments, if any, and including the day of expiry.
  3. The deadline shall be extended to the next business day if the expiration falls on a national or local holiday, either at the arbitration’s venue, or for any of the parties, or on a day when, for any reason, there is no business day at the CBMA.
  4. Parties may agree to different deadlines than those set herein, provided the Arbitral Tribunal approves them. Nevertheless, except for the deadline to submit the appeal, the Arbitral Tribunal may extend any deadlines if deemed required for the faithful fulfillment of the responsibilities outlined herein or applicable law.

# Provisional Relief

* 1. A request for provisional relief, in a precautionary or anticipatory basis, is applicable both before and after the formation of the Arbitral Tribunal. If the request is made before the Arbitral Tribunal’s formation, an emergency arbitrator shall be appointed by CBMA under the terms hereof. After its formation, the Arbitral Tribunal shall confirm, revoke, or consider requests for provisional relief.
  2. No request for provisional relief shall be admitted before the CBMA until all available means of challenging the appealed decision in the lower instances have been exhausted.
  3. The Party requesting a precautionary or anticipatory measure before the formation of the Arbitral Tribunal shall follow its pleading with proof of the registration fee payment, as set forth in Sports Arbitration Cost Regulation, since, without this, the proceedings shall be suspended.



* 1. By submitting the conflict hereunder, the Parties automatically waive the right to request such measures before the Judiciary.
  2. The fees of the emergency arbitrator shall be set by the Chairman of the CBMA, as per the fee schedule provided in the Sports Arbitration Cost Regulation. The review of the request for provisional relief shall be conditional upon proof of deposit of the emergency arbitrator’s fees, which shall occur within seventy-two (72) hours from the communication of its setting by the Chairman of the CBMA.
  3. The emergency arbitrator or the Arbitral Tribunal shall only grant the request for a stay of execution - or another request in a precautionary or anticipatory basis - if they identify the presence of the following requirements:

1. risk of irreparable harm or damage that is hard to repair; and
2. plausibility of the claims.
   1. After the delivery of the request for precautionary or anticipatory relief, the emergency arbitrator shall grant a period of ten (10) days for the opposing party to respond. This period may be shortened based on the specific circumstances of the case.
   2. The precautionary or anticipatory measure may be granted without hearing the opposing party in cases of extreme urgency. In these scenarios, the opposing party shall be heard shortly after, and the decision may be reconsidered.
   3. The precautionary or anticipatory measure granted by the emergency arbitrator shall automatically lose its validity if the interested Party does not submit an Appeal within a period set forth for its lodging.

# Appeal's Submission and Arbitration’s Setting Up

* 1. The interested party may appeal the decision rendered by a federation, association, or any other sports body if the statute or regulations of the entity provides for such possibility, or if the Parties have entered into a specific agreement to this effect.
     1. In all scenarios, the Appellant must have exhausted all available means of challenging the appealed decision, prior to submitting the Appeal, according to the statute or regulations of the body that rendered the decision.
  2. The Appeal shall be received with a mere remanding, except with regard to pecuniary matters. An automatic suspensive effect shall be attributed to the part of the Appeal that deals with pecuniary matters.



* + 1. For issues that are not of a pecuniary nature, any request for suspensive effect shall be made by the interested party, in accordance with Item 3 hereof.
  1. The Appeal shall be filed directly with the CBMA Office. At this time, the appellate arbitration proceedings is deemed to have commenced.
  2. Within forty-eight (48) hours, the Appellant shall inform the lower instance about the Appeal’s Submission, requesting the addition of a copy of the appeal petition and proof of its submission, as well as the supporting documentation.
  3. The Appeal shall necessarily contain:

1. the complete name(s), address(es), and contact information of the Respondent(s) and their representative(s), if any, including email address;
2. a copy of the decision being appealed;
3. Brief report on the dispute and request;
4. the indication of an arbitrator chosen from members or not from the List of Arbitrators for Sports Arbitration, if the Appellant has not requested the appointment of a sole arbitrator;
5. indication of the amount involved or, if it is not possible to determine the involved amount, an estimate of the economic or financial amount of the requests;
6. if applicable, a substantiated request to suspend the effectiveness of the decision being appealed;
7. a copy of the statute or regulations of the federation, association, or sports-related body, or the agreement between the Parties that provides for the possibility of an appeal before the CBMA.
   1. When submitting the Appeal, the Appellant shall deliver proof of payment of the registration fee and the Management Fee set forth in the Sports Arbitration Cost Regulation.
   2. If the requirements mentioned in Items 4.4 to 4.6 above are not fully observed when submitting the Appeal, the CBMA Office may grant a period for the Appellant to rectify the irregularity. If the Appellant fails to comply within this period, the Appeal shall be terminated.

# Period for Appeal's Submission

* 1. In the event that there is no provision on the period for submitting an appeal in the statute or regulations of the federation, association, or other sports body, or in the agreement between the Parties, said period shall be



twenty-one (21) days from the date the Parties were notified of the decision being appealed.

* 1. The Chairman of the CBMA shall not proceed with the proceedings if the Appeal is manifestly out of time or if the CBMA manifestly does not have jurisdiction over the dispute. In this case, the Appellant shall be promptly notified of the termination of the proceedings.
  2. If the Appeal proceeds, the interested party may request the Arbitral Tribunal or the sole arbitrator to terminate the arbitration proceedings alleging lateness or lack of jurisdiction.

# Appeal Grounds and Request for Arbitration

* 1. As soon as the Appeal is received, the CBMA Office shall notify the Respondent to appoint its co-arbitrator within ten (10) days, counted from its notice in this regard, in cases where the dispute shall be submitted to the Arbitral Tribunal composed of three (3) arbitrators. Within the same period, the Respondent may request that the dispute be submitted to a sole arbitrator.
  2. Within ten (10) days after the period for submitting the Appeal, the Appellant shall file its Appeal Grounds at the CBMA Office, which shall include the facts and legal grounds supporting their appeal, followed by all relevant documentation and/or specification of other evidence with which the Appellant intends to substantiate its claims.
     1. Alternatively, the Appellant shall inform the CBMA Office in writing, within the same period, if it intends for the Appeal to be received as the Appeal Grounds. The Appellant may also, when submitting the Appeal, immediately deliver the Appeal Grounds.
  3. Non-compliance with the period mentioned in Items 6.2 or 6.2.1 above by the Appellant shall be considered as a withdrawal of the Appeal.
  4. In its Appeal Grounds, the Appellant shall indicate:

1. the name(s) of any potential witness(es);
2. the name(s) of any potential expert(s), indicating their field(s) of expertise; and
3. a request for any other evidence they intend to produce.
   1. After receiving the Appeal Grounds, the CBMA shall proceed with the Appeal, duly notifying the Respondent to submit a Response according to Article 8 below, except when it understands that:



1. the arbitration agreement is manifestly non-existent, invalid, or ineffective or, for another reason, the CBMA lacks jurisdiction;
2. the arbitration agreement does not relate to the dispute;
3. the means of challenging the decision, prior to submitting the Appeal, were not exhausted by the Appellant.

# Consolidation of Proceedings

* 1. If the Appeal is submitted by the Appellant against a decision that has been the subject of another appeal still pending judgment before the CBMA, the Arbitral Tribunal formed to review the previous appeal - or the Chairman of the CBMA, if said Court has not yet been formed - may decide to consolidate both proceedings, after hearing the Parties.
  2. If two (2) or more appeals dealing with the same subject are submitted to CBMA, the Chairman of the CBMA may invite the Parties, by mutual agreement, to submit such cases to the same Arbitral Tribunal or a sole arbitrator. If the parties do not reach an agreement, the decision shall be made by the Chairman of the CBMA, at his sole discretion, considering factors such as efficiency, cost, and ample defense.

# Respondent’s Response

* 1. Within twenty-one (21) days from receiving the Appeal Grounds, the Respondent may submit a Response, which shall contain:

1. his/her counter-arguments;
2. any claim of lack of CBMA jurisdiction or untimeliness of the Appeal;
3. documentation or specification of other evidence on which the Respondent intends to base its claims;
4. the name(s) of any potential witness(es);
5. the name(s) of any potential expert(s), indicating their field(s) of expertise;
6. a request for any other evidence he/she intend to produce; and
7. if applicable, his/her possible agreement with the appointment of a sole arbitrator.
   1. If the Respondent fails to submit its Response within the aforementioned period, the arbitration shall proceed, not hindering the issuance of a judgment by the Arbitral Tribunal.
   2. If the Respondent intends to deliver an Additional Appeal, it shall do so along with its Response, also providing proof of payment of the Management Fee set forth in the Sports Arbitration Cost Regulation.



* 1. In the case of an Additional Appeal, the other party shall have a period of twenty-one (21) days to submit its Response to the Additional Appeal. The Response shall be strictly limited to the subject of the Additional Appeal.

# Effectiveness of the Arbitration Agreement

* 1. Once the existence, validity, or effectiveness of the arbitration agreement is questioned by the Respondent, the CBMA shall proceed with the arbitration, except when it believes that the arbitration agreement is manifestly nonexistent, invalid, or ineffective, or if for any other reason, the CBMA lacks jurisdiction.
  2. The Arbitral Tribunal may decide on the existence, validity, and effectiveness of the arbitration agreement as well as on its own jurisdiction. The CBMA’s decision to proceed with the arbitration as per Article 9.1 above does not bind the Arbitral Tribunal.
  3. The party intending to argue the nonexistence, invalidity, or ineffectiveness of the arbitration agreement must do so within the deadline set for submitting the Response.
  4. The CBMA shall not cease to proceed with the arbitration due to the refusal or default of the Respondent. In these cases, should the party abstain from appointing an arbitrator, the Chairman of the CBMA shall make the appointment, and the absent party shall, in any event, be informed of the subsequent procedural acts.

# Arbitral Tribunal

* 1. The parties may appoint arbitrators, whether being or not at the List of Arbitrators for Sports Arbitration, always in odd numbers, pursuant to Article 13 of Law No. 9.307/96.
  2. Those individuals whose facts or acts characterize a relationship of impediment or suspicion, among which are those provided for in the Civil Procedure Code, are prohibited from serving as an arbitrator.
  3. The arbitrator shall remain independent and impartial and proceed with competence, diligence, and discretion.
  4. Before confirmation, the person appointed as an arbitrator shall disclose any fact that indicates or might indicate reasonable doubt about his/her impartiality, independence, and availability, signing a Statement of Independence, Impartiality, and Availability.
  5. If, after signing the Statement of Independence, Impartiality, and Availability, a subsequent fact or circumstance arises, that may cast



doubt on the arbitrator's independence or impartiality, the arbitrator shall notify immediately and in writing the CBMA, the other arbitrators, and the parties.

* 1. The decisions of the Chairman of the CBMA regarding the appointment, confirmation, refusal, and replacement of the arbitrator shall be final.
  2. The Arbitral Tribunal’s confirmation by the Chairman of the CBMA shall be forwarded to the parties as soon as the deadline for the refusal of the arbitrator has expired or the decision on the challenge of refusal, according to Article 12 below.

# Appointment of the Arbitral Tribunal members or the Sole Arbitrator

* 1. As a general rule, the Appeal shall be submitted to the Arbitral Tribunal composed of three (3) arbitrators. The Appeal shall only be submitted to a sole arbitrator if the parties have entered into, or choose to enter into, an express agreement in this regard.
  2. In the case of an Arbitral Tribunal composed of three (3) arbitrators, the Appellant shall appoint an arbitrator in its Appeal (Item 4.5(d)). In turn, the Respondent shall appoint an arbitrator within ten (10) days from the receipt of the Appeal Notice or request that the dispute be submitted to a sole arbitrator (Item 6.1). Should the Appellant and/or the Respondent fail to timely appoint an arbitrator, the appointment shall be made by the Chairman of the CBMA.
  3. The third arbitrator, who shall act as the Chairman of the Arbitral Tribunal, shall be appointed by mutual agreement of the co-arbitrators, unless the Parties have established another procedure. However, if there is no consensus among the co-arbitrators or the procedure established by the parties does not result in an appointment within the period set by them or by the CBMA, it shall be the responsibility of the Chairman of the CBMA to appoint the third arbitrator. Any and all controversies or omissions concerning the arbitrators’ appointment by the parties, as well as the selection of the third arbitrator, shall be resolved or supplemented by the CBMA.
  4. Should the Appeal be submitted by a sole arbitrator, this arbitrator shall be chosen by mutual agreement of the Parties. If the Parties cannot reach a consensus on the appointment of the sole arbitrator within the period set by the CBMA, the sole arbitrator shall be appointed by the Chairman of the CBMA.
  5. After confirmation of the Arbitral Tribunal, the CBMA Office shall send a copy of the procedure to the arbitrators.

# Challenge of an Arbitrator

* 1. A party wishing to challenge an arbitrator for lack of independence, impartiality, or any other reason shall do so to the CBMA within fifteen (15) days of becoming aware of the appointment, or from when it became aware of the facts or circumstances leading to such a claim, by submitting a justified request and providing the relevant evidence.



* 1. After hearing the arbitrator, as well as the other parties, all those involved shall be informed about the pleadings, and the Chairman of the CBMA must duly rule on the challenge.

# Arbitrator's Replacement

* 1. The arbitrator confirmed by the CBMA shall be replaced if:

1. he or she resigns;
2. he or she passes away;
3. he or she becomes unable to perform his or her duties;
4. his or her challenge is accepted by the Chairman of the CBMA; or
5. all parties request so.
   1. The Chairman of the CBMA may replace the arbitrator deemed not to comply with the periods and rules hereof and other related rules, or who is unable to perform the functions for which they were appointed.
   2. In the event of the replacement of an arbitrator, the party or entity responsible for the nomination may make a new appointment within the period set by the Chairman of the CBMA. Under exceptional circumstances, the appointment of a deputy arbitrator may be carried out by the Chairman of the CBMA.

# Plurality of Parties

* 1. In cases where there is more than one Appellant or Respondent and the dispute is not submitted to a sole arbitrator, the Appellants, jointly, and the Respondents, jointly, shall designate their respective arbitrators. If the Appellants or Respondents fail to group together [*sic*] or if the Parties cannot reach a consensus regarding their respective co-arbitrator, having heard the parties, the Chairman of the CBMA shall appoint all members of the Arbitral Tribunal to ensure equal treatment of the parties.

# Concentration of Procedural Acts

* 1. Unless otherwise agreed by the parties, or unless otherwise determined by the Arbitral Tribunal based on exceptional circumstances of the case, the Parties are not authorized to amend, complete, or change their petitions, to submit additional documents or to request the production of new evidence after the submission of the Appeal Grounds and the Response.

# Conciliation and Mediation

16.2. At any time, the Arbitral Tribunal may seek to resolve the dispute through conciliation or mediation. Any agreement/settlement reached between the parties



may be formalized by means of an arbitration award issued with the consent of the Parties.

# Arbitration Agreement

* 1. Based on the documentation received or in the presence of the parties, the Arbitral Tribunal shall prepare the Arbitration Agreement, 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. a summary of the claims and the reasons supporting them and the amounts that may be determined;
4. the issues that shall be decided upon, if the Arbitral Tribunal deems appropriate;
5. name, qualification, address, phone number, and email of the arbitrators;
6. the location of the venue, the language, and the rules of law, standards, customs, or principles applicable to resolving the dispute.
   1. Should any of the Parties refuse to participate in drafting or signing the Arbitration Agreement, this circumstance shall be expressly stated in the Arbitration Agreement and shall not prevent the continuation of the arbitration. In this case, CBMA shall approve the Arbitration Agreement.

# Hearing

* 1. Once the CBMA Office sends the complete copy of the proceedings to the Arbitral Tribunal, the latter shall provide guidelines for the hearing to hear the representatives of the Parties, witnesses, experts, and the statements of the Parties’ attorneys, as applicable.
  2. Having heard the Parties, the Arbitral Tribunal may waive the need for a hearing if it believes it is adequately informed.
  3. The parties shall be notified of all hearings with reasonable advance notice, allowing them to make the required arrangements for their conduct.
  4. The hearing shall be convened by the Chairman of the Arbitral Tribunal with the attendance of the other arbitrators, on the designated day, time, and place.
  5. Once the hearing is convened, the Chairman of the Arbitral Tribunal shall invite the parties and/or their representatives or attorneys to present their arguments and evidence, with the Claimant speaking first, followed by the Respondent.



* 1. Personal testimony and witness hearings may be conducted via video conference, or another method that effectively transfers data, voice, and real-time image.
  2. With the agreement of the Parties, the Arbitral Tribunal may waive the appearance of a witness or expert who has submitted written testimony.
  3. The Arbitral Tribunal may, regardless of the Parties’ agreement, waive the appearance of a witness or expert if it deems it irrelevant to the case’s resolution.
  4. If any Party or witness, having been duly notified, fails to attend the hearing, the Arbitral Tribunal may proceed with the hearing and issue the arbitration award.
  5. The default of a party shall not prevent the issuance of the arbitration award.

# Applicable Law to the Merits of the Dispute

* 1. The Arbitral Tribunal shall decide the dispute in accordance with the applicable regulations and, subsidiarily, in accordance with the standards chosen by the parties or, in the absence of an agreement in this regard, based on the standards it deems relevant - in the latter case, the Arbitral Tribunal shall provide reasons for its decision.

# Arbitration Award

* 1. As there are multiple arbitrators, the decision shall be made by majority. Should there be no majority agreement, the vote of the Chairman of the Arbitral Tribunal shall prevail.
  2. The arbitration award contains the following essential elements:

1. the report, containing the names of the Parties and a summary of the dispute;
2. The grounds for the decision, where issues of fact and law shall be analyzed, expressly stating whether the arbitrators judged by equity;
3. The order, where the arbitrators shall resolve the issues submitted to them and shall establish the period for compliance with the decision, if applicable; and
4. the date and place where it was rendered.
   1. The arbitration award shall be signed by the sole arbitrator or by all the arbitrators. If one or some of the arbitrators cannot or do not wish to sign the award, the Chairman of the Arbitral Tribunal must certify such fact.



* 1. The arbitration award, sent by the CBMA Office to the Parties, shall be final and binding and shall not be subject to appeal.

21.5. The CBMA may postpone the disclosure to the parties of the arbitration award until the full payment of all costs, expenses, and fees.

# Scope of the Arbitration Award

* 1. The Arbitral Tribunal may review all facts and the law applicable to the case. The Arbitration Award shall replace the appealed decision and may confirm, amend (either fully or partially), or annul the appealed decision, rendering a decision on the merits or directing, if applicable, the lower court to re-examine the issue.

# Request for Clarifications

* 1. Within five (5) days of receiving the Arbitration Award, the interested party, by communicating to the other party, may request the Arbitral Tribunal to:

1. correct any material error in the Arbitration Award;
2. clarify any obscurity or contradiction in the Arbitration Award or pronounce itself on an omitted point that the decision shall have addressed.
   1. The Arbitral Tribunal shall decide within thirty (30) days, amending the Arbitration Award and notifying the parties.

# Costs

* 1. Payment of the costs, fees, and expenses resulting from the arbitration shall be carried out in accordance with the Cost Regulation provided in Annex I below.

# Confidentiality

* 1. Unless otherwise agreed by the parties, or if required by law applicable to the parties, members of the Arbitral Tribunal and CBMA shall keep confidentiality on matters related to the arbitration, except those possibly already in the public domain or otherwise disclosed.
  2. The Arbitration Award, a summary, and/or a press release of the case shall be made public unless the Parties decide otherwise. In any case, the other documents of the case shall remain confidential.
  3. Even upon confidentiality, the CBMA may disclose the Arbitration Award, provided the identity of the parties is preserved.



# Final Provisions

* 1. In the event of absence or impediment, the Chairman of CBMA shall be replaced as provided in the Bylaws of the CBMA.
  2. Changes hereto shall be made in accordance with the provisions established in the Bylaws of the CBMA.
  3. The provisions of the CBMA Arbitration Regulation apply subsidiarily hereto in the event of any omission or gap.
  4. In cases not related to appellate arbitration, the CBMA Arbitration Regulation or the Prompt Arbitration Regulation shall be applied, as appropriate.
  5. This Regulation comes into effect from the date of its disclosure on the CBMA website.

# Annex I

**Appellate Sports Arbitration Cost Regulation**

# Costs, arbitrator fees, and arbitration expenses

* 1. The provisions of the CBMA Cost Regulation apply to appellate sports arbitrations, taking into account the specificities below.
  2. The Chairman of the CBMA may determine the arbitrator(s)’ fees, taking into account the complexity of the matter, the amount of the dispute, the urgency of the case, and other relevant circumstances.
  3. At the time of the request for arbitration, counterclaim, or additional claim, the requesting or counter-claiming party may require payment of a fixed Institution Fee of four thousand reais (BRL 4,000.00) and a Management Fee, both non-refundable, the latter as set forth in the Schedule.

Management Fee

|  |  |
| --- | --- |
| Claim Amount | Management Fee |
| Up to BRL 500,000 | BRL 12,000 |
| Up to BRL 1 million | BRL 18,000 |
| Up to BRL 3 million | BRL 25,000 |
| Up to BRL 5 million | BRL 38,000 |
| Up to BRL 10 million | BRL 55,000 |
| Up to BRL 25 million | BRL 90,000 |
| Up to BRL 50 million | BRL 120,000 |
| Above BRL 50 million | BRL 160,000 |



* 1. The aforementioned request shall be followed by a bank deposit receipt, in accordance with the bank details provided by the Center, for the total of the Institution Fee and the Management Fee; otherwise, the documents shall not be reviewed.
  2. If the amount of the claim is undetermined, or if the claim is not pecuniary, the Center shall set the amount of the Management Fee to be paid.
  3. The fees shall be determined based on the Schedule below, observing a minimum of five thousand reais (BRL 5,000):

Arbitrators’ Fees

|  |  |
| --- | --- |
| Claim Amount | Maximum Fees |
| Up to BRL 500,000 | BRL 15,000 |
| Up to BRL 1 million | BRL 30,000 |
| Up to BRL 3 million | BRL 60,000 |
| Up to BRL 5 million | BRL 90,000 |
| Up to BRL 10 million | BRL 135,000 |
| Up to BRL 25 million | BRL 200,000 |
| Up to BRL 50 million | BRL 256,000 |
| Above BRL 50 million | To be determined by CBMA |

* 1. In arbitrations of an undetermined amount, the Chairman of the CBMA shall set the arbitrator(s)’ fees taking into account the circumstances of the case, respecting the cap established in article 1.6 above.
  2. In the case of a sole arbitrator, the fees may be increased by the Chairman of the CBMA by up to twenty percent (20%).
  3. The Appellant shall deposit fifty percent (50%) of the amount initially estimated by the Center for the arbitration fees, upon billing provided by this Center, within a period to be set by it, before signing the Arbitration Agreement, under penalty of terminating the arbitration.
  4. The Appellant may pay the remaining fee portion, as well as any additional expenses, before receiving the arbitration award, or the procedure shall be suspended.
  5. The Arbitration Award shall decide on the Parties’ responsibility regarding the arbitration costs and expenses.

# Emergency Arbitrator’s Fees



* 1. The Chairman of the CBMA shall determine the emergency arbitrator’s fees, taking into account the circumstances of the case and its economic scope, observing a ceiling of ten thousand reais (BRL 10 thousand) and a ceiling of sixty thousand reais (BRL 60 thousand).
  2. In exceptional cases, the Chairman of the CBMA may, at his sole discretion, determine the amount of the emergency arbitrator’s fees at an amount higher than the ceiling set forth in Article 2.1. above, and the determined amount shall not exceed twice the ceiling.