UNIONE™

Rules & Procedures v4.0

One set of Rules covering dispute prevention, structured resolution, international arbitration, award quality review and enforcement readiness, with party autonomy, due process and tribunal independence protected throughout.

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The Rules at a glance

Eight core Parts cover every stage of a cross-border dispute.

Protocols hold the operational detail, so it can be updated without changing the core Rules.

The path: prevention → resolution → arbitration → award → enforcement readiness.

How the Rules are built

UNIONE™ Rules & Procedures v4.0 were adopted by the Global Council in April 2026. They apply to arbitrations where the parties have agreed to them.

The binding core Rules are kept separate from the Protocols they incorporate and from non-binding Practice Notes. Case appointments and challenge decisions are also kept separate from Fellowship, governance and commercial participation. Professional standing can make someone eligible, but only the matter and the applicable process can lead to an appointment.

The aim: an institution you can use before a dispute exists, that is rigorous when a decision is needed, and that keeps enforcement in view without turning institutional review into an appeal on the merits.

Part 1: Foundation, scope and structure

The Rules are built for cross-border commercial relationships and disputes. They can apply at one or more stages: prevention, structured resolution, arbitration, award quality review, enforcement readiness and support after the award.

Nothing in these Rules overrides mandatory law, limits the powers of a competent court, or creates jurisdiction over a person or claim without a valid legal basis.

‘Electronic Communication’ includes transmission through the secure portal, email and any other method the Secretariat approves. ‘Material AI Use’ means using an artificial-intelligence system to generate, alter, reconstruct or materially analyse evidence, expert analysis, translations, transcripts or authorities in a way that affects reliability, authenticity or fairness. ‘Funder’ means a non-party that provides material financing or an indemnity linked to the outcome of the proceeding.

A ‘day’ means a calendar day, unless the Rules, a Protocol or a procedural order says otherwise.

A Protocol becomes part of the Rules when the arbitration agreement expressly incorporates it, when the Rules make it apply, or when the Tribunal adopts it after

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consulting the parties. If a Protocol conflicts with these Rules, these Rules prevail unless they expressly say otherwise.

Practice Notes explain how administration works. They do not change the parties' rights unless incorporated by agreement or procedural order.

A DPC™, Structured Resolution or other pre-arbitration process does not, on its own, fix which version of the Arbitration Rules applies to a later arbitration, unless the parties expressly agree that it will.

UNIONE™ will keep a public archive showing each version of the Rules, its effective date and any material amendments.

Procedure must be proportionate to the value, complexity, urgency, evidential burden and commercial context of the dispute. Efficiency must never override a party's reasonable opportunity to present its case.

The Tribunal will try to avoid unnecessary cost and delay, and may take procedural conduct into account when allocating costs.

The Tribunal may refuse to apply an agreed procedure that would make the proceeding fundamentally unfair, impossible to administer, or inconsistent with a rule of law that cannot be waived.

No institutional service, certificate or review is legal advice on the law of any jurisdiction.

A communication is treated as received when it enters the designated electronic system. If another method is authorised, it is received when delivered to the address the receiving party last notified. Either way, this is subject to proof that transmission failed.

The Secretariat or Tribunal may ask for hard copies, certified copies, translations, authentication or alternative service where this is needed for fairness, legal validity or enforcement.

Before the Tribunal is constituted, the Secretariat may extend administrative time limits. After that, the Tribunal may extend or shorten procedural time limits after consulting the parties, where fairness and efficiency allow.

A party asking for relief from a missed time limit must act promptly and explain what happened and any prejudice caused.

The legal seat is different from the physical or virtual place where hearings happen. Hearings can take place anywhere, or by secure remote means, without changing the seat.

The mandatory procedural law of the seat applies to the arbitration.

The Case Administration Committee decides the institutional matters these Rules give it. These include appointments where needed, challenges to arbitrators, consolidation

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before the Tribunal is constituted, procedural-track decisions where there is no Tribunal yet, and other institutional questions.

Committee members deciding a matter must be independent of the parties and the dispute and free from any material conflict. Fellowship, professional standing or a governance role gives no one any right, priority or expectation of appointment in any case.

The Committee may act through panels of three or more members who have cleared conflict checks, and may delegate routine, non-discretionary administration to the Secretariat.

Purpose and scope

These Rules govern proceedings administered by UNIONE™ where the parties have agreed to use the UNIONE™ International Arbitration & Dispute Resolution Rules, or later agree in writing that a matter will be administered under them.

Definitions

In these Rules: ‘Arbitration’ means an arbitration administered by UNIONE™; ‘Committee’ means the UNIONE™ Case Administration Committee; ‘Secretariat’ means the office that manages cases; ‘Tribunal’ includes a sole arbitrator or a tribunal of several members; ‘Standing Neutral’ means a neutral appointed under the DPC™ framework; ‘Structured Resolution’ includes mediation, neutral evaluation, expert determination, executive dispute conference and other consensual neutral processes; ‘ERR™’ means Enforcement Readiness Review.

Rules, Protocols and hierarchy

The procedural framework of each proceeding is made up of these Rules, the applicable UNIONE™ Protocols, any mandatory law of the seat and the procedural orders issued in the matter.

Version and transition

The version of the Rules in force on the date an Arbitration begins applies, unless the parties agree otherwise or mandatory law requires a different result.

Founding principles

The institution, the Committee, the Tribunal and the parties must act with independence, impartiality, procedural fairness, proportionality, reasonable speed, confidentiality where it applies, and equal treatment.

Party autonomy and mandatory law

The parties may agree procedural arrangements that change these Rules, subject to mandatory law, equal treatment, tribunal independence and what UNIONE™ needs to administer the case.

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Communications, filing and service

Proceedings are digital first. Documents must be filed through the designated secure case platform or another method the Secretariat specifies.

Time limits

Time starts on the day after the relevant communication is received. If the last day falls on a day when the designated UNIONE™ administrative office is closed, the period ends on the next working day. This does not affect any time limit set by mandatory law.

Seat, hearing location and procedural law

The parties may agree the legal seat. If they do not, the Committee will name a provisional seat after considering the parties' submissions, relevant connections, enforceability and neutrality. The Tribunal may confirm it or, for compelling reasons and after consultation, recommend a change, subject to the law.

Institutional functions and the Committee

The Secretariat handles filings, communications, deposits, logistics, case records and routine procedural administration. It does not decide the merits.

Part 2: Prevention and structured resolution

Taking part in prevention, mediation, neutral evaluation or expert consultation does not, on its own, amount to consent to arbitration.

The Secretariat will identify the legal basis relied on for each stage it administers.

The DPC™ may record agreed prevention checkpoints, escalation steps, relevant jurisdictions, notice arrangements, milestone triggers, confidentiality rules and the role of a Standing Neutral.

A DPC™ is a prevention framework. It cannot guarantee that disputes will not arise, and it does not decide substantive rights unless the parties expressly give a defined power to decide.

The Secretariat may keep an administrative record showing that agreed checkpoints have been completed, without publishing confidential commercial information.

A checkpoint assessment is only advisory, unless the parties expressly agree otherwise.

The Standing Neutral must disclose any circumstances reasonably likely to raise justifiable doubts about their independence or impartiality, and must keep disclosing throughout the appointment.

The Standing Neutral's role, term, retainer, response times, authority and fee basis must be recorded in writing.

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After a valid activation request, the Standing Neutral will normally arrange the first procedural contact within 72 hours, or within another period set in the DPC Protocol.

Activation does not suspend contractual or statutory rights, limitation periods or court remedies, unless the parties' agreement or the applicable law says it does.

The Standing Neutral cannot impose a binding decision unless the parties have clearly agreed in writing to a defined decision-making role and the applicable law allows it.

The Standing Neutral will avoid unnecessary formality and focus on preserving the commercial relationship where possible.

A later Tribunal will not receive settlement positions, concessions, confidential neutral evaluations or privileged prevention communications, unless all affected parties consent or the applicable law requires disclosure.

Objective records that existed independently of the prevention process do not become inadmissible just because they were used during prevention.

The Secretariat may carry forward the administrative information needed to avoid duplication, but will keep without-prejudice and privileged materials separate.

Any earlier neutral who may be proposed for a later decision-making role is subject to Article 19 and the applicable conflicts standard.

Even with consent, the proposed arbitrator must decide independently whether their earlier knowledge or involvement would affect their actual or perceived impartiality.

No adverse inference may be drawn from a party's refusal to consent.

The parties may combine procedures one after another or in parallel, provided roles, confidentiality and decision-making authority are clearly separated.

A procedure that produces a binding decision, such as expert determination, needs a clear written grant of authority and is governed by the agreed terms and the applicable law.

The Secretariat will notify the other party, identify the proposed procedure, confirm the confidentiality framework that applies and arrange the neutral's appointment.

Participation is voluntary, except where an enforceable contractual step requires it.

Subject to the agreed procedure, the neutral may hold joint or separate sessions, ask for short submissions, test settlement assumptions, identify missing information and help shape proposals.

Unless expressly authorised, the neutral has no power to compel evidence, bind a party on the merits or make findings that can be used in a later arbitration.

The Tribunal does not have to issue a consent award that appears unlawful, impossible to perform, contrary to public policy or outside its jurisdiction.

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Settlement terms stay confidential unless disclosure is needed for implementation, enforcement, law or regulation.

The Secretariat will close the process on settlement, written withdrawal, the end of an agreed period, the neutral's decision that continuing is no longer useful, or a move to another agreed stage.

Closing a pre-arbitration process does not decide jurisdiction, liability or costs in any later Arbitration.

Entry points and separate consent

You can come to UNIONE™ through contract intelligence, DPC™, Structured Resolution or Arbitration. Starting at one stage does not mean you consent to another decision-making process, unless that consent exists separately.

Adopting DPC™

The parties may adopt the UNIONE™ Dispute Prevention Certificate framework in a contract, an amendment or a separate agreement.

Prevention checkpoints

Unless the parties agree otherwise, the DPC™ framework may cover: clause integrity; alignment of governing law and seat; mapping of enforcement jurisdictions; definitions of milestones and triggers; confidentiality and privilege arrangements; and sound escalation steps.

Appointing a Standing Neutral

Where the parties choose a Standing Neutral, the neutral is appointed by the agreed method or, if there is none, by the Committee after checking conflicts and availability.

Trigger events and activation

The DPC™ agreement may list Trigger Events such as material delay, payment default, deadlock over change orders, deadlock generally, repeated failure to give notice, a performance dispute, threatened termination, a data or technology incident, or another agreed event.

Standing Neutral powers

A Standing Neutral may help the parties communicate, ask for short position papers, identify issues, recommend next steps, carry out neutral evaluation where authorised, and help the parties choose a resolution route.

Confidentiality and later use

Prevention communications marked confidential or without prejudice stay protected as fully as the applicable law allows.

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Moving on from prevention

If prevention does not resolve the matter, the parties may move to Structured Resolution, Arbitration, court relief or another agreed mechanism.

Earlier neutrals as arbitrators

A Standing Neutral, mediator, evaluator or other settlement neutral may not act as arbitrator in the same or a closely related dispute unless, after the dispute has arisen and after full disclosure, all parties give informed written consent and the applicable law permits it.

Structured Resolution procedures

Structured Resolution may include mediation, neutral evaluation, expert determination, executive dispute conference, facilitated negotiation, technical conference or another consensual process approved by UNIONE™.

Structured Resolution: how it begins

Structured Resolution begins when the Secretariat receives a joint request, or a request from one party where an existing agreement allows that, together with the information the applicable Protocol requires.

Appointment and conduct of the neutral

The neutral must be independent and impartial, and must disclose relevant circumstances before accepting the appointment and throughout the process.

Part 3: Starting a case, multiple parties and jurisdiction

The Notice must identify: the parties and their representatives; the arbitration agreement relied on; the contract or legal relationship; the claims and relief sought, so far as known; the amount in dispute where it can be quantified; the proposed seat and language; the proposed procedural track; and any request for emergency relief, joinder, consolidation or coordinated proceedings.

The claimant must give enough contact and service details for prompt notification.

Registration is an administrative step. It is not a final decision that a valid arbitration agreement exists, that a claim is admissible, or that UNIONE™ has jurisdiction to administer every issue raised.

The Secretariat may ask for clarification, separate incompatible claims for administrative purposes, or refer a threshold institutional issue to the Committee.

The Response must set out preliminary positions on jurisdiction, claims, relief, counterclaims, set-off, seat, language, constitution of the Tribunal, procedural track and any consolidation or joinder issue.

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If no Response is filed, the Arbitration can still go ahead.

Once the Tribunal is constituted, amendments need its permission. The Tribunal will consider delay, prejudice, jurisdiction, procedural economy and the stage of the proceedings.

When allowing an amendment, the Tribunal may set conditions, including costs, timetable changes or security.

How starting an arbitration affects limitation, prescription or time bars depends on the applicable law and the arbitration agreement. UNIONE™ does not certify that a filing stops any statutory period running.

Where limitation is disputed, the Tribunal will decide the issue within its jurisdiction.

Where compatibility or jurisdiction is seriously disputed, the Committee may require separate registration, without prejudging later consolidation or coordination.

The Tribunal keeps the power to decide its jurisdiction over each claim.

Before the Tribunal is constituted, the Committee decides whether joinder may go ahead on a prima facie basis. After that, the Tribunal decides, once all affected persons have had a reasonable opportunity to be heard.

A decision to join someone does not finally decide jurisdiction over them, unless the Tribunal makes it as a jurisdictional decision.

Once a Tribunal is constituted, only the Tribunal, with Committee approval, may order consolidation, and only where the same Tribunal can lawfully act in the arbitrations concerned or all parties agree.

The decision-maker will consider the procedural stage, the make-up of the Tribunal, common issues, the risk of inconsistent outcomes, efficiency, confidentiality and prejudice.

Coordination may include aligned timetables, joint procedural conferences, shared evidence steps, deciding common issues in sequence, or pausing one proceeding until a decision is made in another.

Unless the parties agree otherwise and the Tribunal has jurisdiction to do so, coordinated arbitrations stay legally separate and produce separate decisions and awards.

Jurisdiction over a non-signatory is decided under the arbitration agreement, the applicable law and the proven facts, including any legally recognised way of establishing consent.

Before the Tribunal is constituted, the Secretariat and Committee may make only prima facie administrative decisions.

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The Committee's decision is administrative. It does not limit the Tribunal's power to decide jurisdiction and does not bind any court competent to review jurisdiction.

If there is no prima facie basis, the Committee may refuse or stop administering the affected claim or person.

An arbitration clause is treated as separate from the main contract, to the extent the applicable law recognises this.

The Tribunal may decide jurisdiction as a preliminary issue, in an interim or partial award, or together with the merits, taking fairness and efficiency into account.

If a party does not take part, the claimant must still prove jurisdiction and its right to relief.

The Tribunal may draw reasonable inferences from an unexplained failure to produce ordered evidence, but must not treat non-participation as an automatic admission of liability.

Notice of Arbitration

An Arbitration starts when a Notice of Arbitration is filed with the Secretariat and the filing fee is paid, or an approved fee arrangement is in place.

Registration and first review

The Secretariat checks that the filing is administratively complete and registers the case once the minimum requirements are met.

Response, counterclaims and set-off

The respondent must file a Response within the period set by the Rules, a Protocol or the Secretariat, normally 21 days after receiving the Notice, unless a different track applies.

Amending claims and defences

Before the Tribunal is constituted, a party may amend its case by notifying the Secretariat, unless the amendment would need a materially different arbitration agreement or would disrupt the orderly constitution of the Tribunal.

Start date and limitation

For institutional purposes, the Arbitration starts on the date the Secretariat receives the Notice and the minimum filing requirements of the applicable filing procedure are met.

Claims under several contracts

A claimant may bring one Arbitration with claims under more than one contract or arbitration agreement where the claims arise from the same transaction, a series of related transactions, an integrated project, a common commercial relationship or closely connected facts, and the arbitration agreements appear compatible.

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Joinder

A party may ask for an additional person to be joined, before or after the Tribunal is constituted, where that person appears bound by the arbitration agreement, consents to joinder, or another lawful basis for jurisdiction is put forward.

Consolidation

Before a Tribunal is constituted, the Committee may consolidate two or more UNIONE™ arbitrations where all parties agree, where the claims arise under the same arbitration agreement, or where the disputes arise from the same or related transactions and the arbitration agreements appear compatible.

Coordinated proceedings

Where consolidation is unnecessary or unsuitable, arbitrations with common legal or factual issues may be coordinated.

Non-signatories

No one is bound to arbitrate just because they are affiliated with, control, are controlled by, fund, benefit from, or took part in performing a contract signed by someone else.

Prima facie jurisdiction

If, before the Tribunal is constituted, a respondent objects that there is no arbitration agreement or that a claim falls outside it, the Committee may let administration continue where there is a prima facie basis for jurisdiction.

Tribunal decides its jurisdiction

Subject to the applicable law, the Tribunal may rule on its own jurisdiction, including objections about whether the arbitration agreement exists, is valid, what it covers and whether it applies.

Part 4: The Tribunal, independence and integrity

If the parties do not agree, a sole arbitrator is the default, unless the Committee decides that complexity, value, public significance, a multi-party structure or another circumstance justifies three arbitrators.

A procedural track may provide for a sole arbitrator, unless the Committee decides otherwise for compelling reasons.

Every nominated arbitrator must be confirmed by UNIONE™ after a review of independence, impartiality, availability and competence.

UNIONE™ may appoint from its Panel or from outside it where appropriate. Fellowship or Panel status does not guarantee appointment. A party may nominate a suitably qualified

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person who is not a Fellow, unless the arbitration agreement expressly limits who can serve.

The Committee will consider nationality, residence, language, sector expertise, legal tradition, availability, diversity, conflicts, the seat and any qualifications the parties have agreed.

The Committee may use a list procedure where it considers this appropriate.

Before appointment or confirmation, an arbitrator must disclose any circumstance that might reasonably be seen as relevant to their independence, impartiality or availability. This duty continues throughout the proceeding.

A failure to disclose does not automatically prove bias, but it may be taken into account in challenge, costs or institutional decisions.

A challenge must be made promptly, normally within 14 days after the party became aware, or ought reasonably to have become aware, of the relevant facts.

Unless the arbitrator withdraws or all parties agree, a conflict-cleared panel of the Committee decides the challenge after giving everyone a fair opportunity to comment.

A replacement is normally appointed by the original method. The reconstituted Tribunal decides whether any procedural step needs repeating.

If a three-member Tribunal loses a member after the proceedings have closed and replacing them would cause disproportionate delay, the remaining arbitrators may continue only if all parties agree, or if the applicable law and the Committee allow it after hearing the parties.

A secretary may carry out organisational, administrative and non-decisional research tasks. A secretary may not exercise decision-making authority, decide issues, assess credibility or draft the Tribunal’s reasoning in place of the arbitrators’ own work.

The arbitrators remain fully responsible for every decision and award.

After the Tribunal is constituted, it may, after hearing the party concerned, refuse or set conditions on a change of representative, but only as far as reasonably necessary to avoid a material conflict that could threaten the Tribunal’s integrity or cause serious unfairness.

The Tribunal must use the least restrictive measure that will protect the proceeding.

The Tribunal may order further disclosure of a material economic interest, insurer, indemnifier, parent company, beneficial owner or funding term, but only where relevant to conflicts, jurisdiction, security for costs or costs allocation, and while protecting legitimate confidentiality.

Parties must keep this disclosure up to date for the whole proceeding.

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If a representative falls short of these standards, the Tribunal may, after giving notice and a chance to respond, issue directions or warnings, remove any procedural advantage gained improperly, allocate costs, or take another proportionate step within its lawful authority.

Professional disciplinary matters outside the Tribunal's authority are for the competent professional or legal body.

Number of arbitrators

The parties may agree to a sole arbitrator, a tribunal of three, or another odd number the law allows.

Nomination and appointment

Where the parties have agreed a way of nominating arbitrators, it is followed unless it cannot work fairly or within the required time.

Choosing the chair or sole arbitrator

If the parties or co-arbitrators do not agree the sole arbitrator or chair within the applicable period, the Committee appoints.

Independence and availability

Every arbitrator must stay independent and impartial and have enough time to run the case within the timetable.

Challenging an arbitrator

A party may challenge an arbitrator for justifiable doubts about independence or impartiality, lack of an agreed qualification, serious unavailability, or a substantial failure to perform their duties.

Replacement and truncated tribunals

An arbitrator is replaced on resignation, a successful challenge, death or incapacity, or if the Committee decides they cannot act or persistently fail to perform.

Tribunal secretary

A Tribunal may appoint a secretary only after disclosing the candidate's identity, role, fee basis and relevant conflicts, and giving the parties a chance to comment.

Changing representatives

A party must promptly give notice of any change or addition to its representatives.

Third-party funding

A party with third-party funding must promptly disclose who the Funder is and, where the Funder is an entity, any person or entity with ultimate control, where reasonably

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necessary for conflict checks.

Conduct of representatives

Representatives must not knowingly mislead the Tribunal, fabricate evidence or authorities, hide a material fact they have been ordered to disclose, contact an arbitrator improperly, intimidate a witness, or behave in a way that seriously undermines the proceeding.

Part 5: Case management, tracks and urgent relief

The first case management conference will cover the issues in dispute, jurisdiction, procedural track, timetable, evidence, hearing format, confidentiality, cybersecurity, AI or digital-evidence issues, settlement opportunities and formalities that matter for enforcement.

The Tribunal will then issue a procedural order recording how the case will be run.

In tailoring the procedure, relevant factors include value, complexity, urgency, the number of parties, the need for disclosure, expert evidence, technological evidence, public or regulatory sensitivity and the likely places of enforcement.

After hearing the parties, the Tribunal may stage issues, set page limits and witness limits, define document categories, time-limit hearings and take other proportionate measures.

The monetary thresholds that apply are those published in the Schedule in force when the Arbitration begins, unless the parties agree a different track.

A track is a way of managing the case, not a guarantee that it will finish by a particular date. Due process and mandatory law take priority.

The Streamlined track normally uses a sole arbitrator, one main submission from each side, limited document production, a decision on the documents unless a short hearing is needed, and a target of a final award within 60 days after the Tribunal is constituted.

The Tribunal may move the case to another track if complexity or fairness requires.

The Simplified track normally uses a sole arbitrator, tightly controlled document production, limited witness and expert evidence, and a target of a final award within 60–90 days after the Tribunal is constituted.

The Tribunal may decide without an oral hearing where the parties have had a fair opportunity to present their cases and the applicable law allows it.

The Expedited track normally uses a sole arbitrator, a faster constitution process, early case management, controlled evidence, a short hearing where needed, and a target of a final award within 90–120 days after the Tribunal is constituted.

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The Tribunal may change the timetable for reasons of fairness, complexity, jurisdictional issues or events outside reasonable control.

On the Standard track, the Tribunal will still manage the case actively and normally aim for a final award within 120–180 days after it is constituted, or within another timetable set by procedural order.

Extensions are expected to be explained and recorded in the case timetable.

In a Complex Case, the Tribunal will adopt a written case plan with staged milestones and may use issue sequencing, coordinated expert processes, evidence protocols and partial awards.

Complexity is no excuse for unmanaged delay. The Tribunal will identify measures to control cost and duration.

A case may be moved to another track because of value, complexity, urgency, joinder, new claims, the burden of evidence, fairness, proportionality or another material change.

Procedural steps already taken remain effective unless the Tribunal orders otherwise.

A party may apply for a preliminary determination, or the Tribunal may propose one after giving the parties a chance to comment.

A preliminary determination may take the form of an order, an interim award or a partial award, as appropriate.

On an application for early dismissal, the Tribunal will decide promptly whether the application can proceed and will use a shortened process that still gives a reasonable opportunity to respond.

Abusive applications for early dismissal may be reflected in costs.

When deciding whether to bifurcate, the Tribunal will consider whether the issue can genuinely be separated, the likelihood of saving time or cost, overlap in evidence, the risk of delay and the effect on settlement.

The Tribunal will not bifurcate automatically just because a jurisdictional objection has been raised.

When granting interim measures, the Tribunal may require security and may change or end a measure as circumstances change.

Asking a competent court for urgent relief is consistent with the arbitration agreement and these Rules.

The Secretariat will seek to appoint an independent Emergency Arbitrator as soon as practicable, normally within 24 hours after receiving a complete application and the required payment.

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The Emergency Arbitrator will set an immediate timetable and normally issue a reasoned order within 10 days after receiving the file, with a short extension where fairness or complexity requires.

The Tribunal that follows may change, end or revoke emergency relief and is not bound by the Emergency Arbitrator's findings.

Any protective preliminary order made without notice must be narrowly tailored, must not finally decide substantive rights, and must be sent to the affected party promptly after it is made.

The affected party will have an immediate opportunity to be heard. The Emergency Arbitrator will then confirm, change or discharge the order.

In deciding on security for costs, relevant factors include the party's ability and willingness to pay an adverse costs award, available assets, conduct, the effect of security on access to arbitration, the apparent strength of the request, and any material funding arrangement. Third-party funding alone is not enough.

An order for security for costs will state the amount, form and deadline for compliance. Persistent non-compliance may lead to suspension and, after a warning, dismissal of the affected claim, subject to the applicable law.

First case management conference

The Tribunal will hold a first case management conference promptly after it is constituted, normally within 10 days for Standard cases and sooner on faster tracks.

Proportionate procedure

The Tribunal may tailor the procedure to the dispute, rather than importing court-style process by default.

Procedural tracks

UNIONE™ offers Streamlined, Simplified, Expedited, Standard and Complex Case tracks, plus Emergency and specialist procedures. Protocol A sets out the detailed presumptions and target timetables.

Streamlined Procedure

For low-value or legally focused disputes that can be decided on a short record.

Simplified Procedure

For smaller commercial disputes that need more process than the Streamlined track, but not the full Standard procedure.

Expedited Procedure

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For time-sensitive or mid-value disputes. It may apply by agreement, by published threshold or by Committee decision where the arbitration agreement allows the institution to allocate the track.

Standard Procedure

The default where no faster or specialist track applies.

Complex Case Procedure

May be designated for disputes involving exceptional value, multiple contracts or parties, extensive technical evidence, sovereign or regulatory aspects, parallel proceedings, large data sets or other circumstances that need a tailored structure.

Changing tracks

Before the Tribunal is constituted, the Committee may move a matter to another track after consulting the parties. After that, the Tribunal may do so.

Preliminary determination

The Tribunal may decide a distinct issue of law, fact, contract interpretation, jurisdiction or procedure early, where this is likely to reduce cost significantly, narrow the issues, help settlement or speed up the final outcome.

Early dismissal

A party may ask for early dismissal of a claim, defence or jurisdictional position that clearly lacks legal or factual merit, is clearly outside the Tribunal's jurisdiction, or could not produce the relief sought even if the assumed facts were proved.

Bifurcation and sequencing

The Tribunal may split or sequence jurisdiction, liability, quantum, limitation, technical, contractual or other issues where this is likely to improve fairness or efficiency.

Part 6: Evidence, technology, data and hearings

The Tribunal decides the right standard of proof in light of the applicable law, the nature of the allegation and the circumstances of the case.

A higher standard is not assumed just because an allegation involves fraud, corruption, bad faith or misconduct, unless the applicable law requires it.

The Tribunal may order production of specific documents or narrow categories shown to be relevant and material, reasonably identifiable and not unduly burdensome to produce.

The Tribunal will protect privilege, confidentiality, personal data, trade secrets and legally restricted information through appropriate measures.

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The Tribunal may draw an adverse inference where a party, without a satisfactory explanation, fails to preserve or produce evidence it was required to preserve or produce.

Any inference must be proportionate and weighed against the whole evidential record.

Where useful, the Tribunal may direct witness or expert conferencing, expert meetings on specific issues, joint statements of what is agreed and disputed, or technical tutorials.

A witness may give evidence remotely where reliability and fairness can be protected.

If authenticity is disputed, the Tribunal may order a party to produce metadata, hashes, source records, device information or chain-of-custody material, or may order expert verification.

The Tribunal may exclude digital evidence, or give it less weight, if its origin or integrity cannot reasonably be established.

Where a credible concern is raised about deepfakes, synthetic media or material alteration, the Tribunal may order forensic verification, production of sources, chain-of-custody review or other authentication steps.

A party that knowingly presents fabricated evidence may face adverse inferences, costs consequences and other lawful procedural sanctions.

Routine AI help with drafting, research or organisation need not be disclosed unless the Tribunal orders otherwise. Material AI Use that affects the authenticity of evidence, expert methodology, the reliability of translations, the reconstruction of facts, or any other issue material to fairness must be disclosed as far as the Tribunal or Protocol F directs.

No party may rely on a citation, quotation, authority or factual source generated by AI without taking reasonable steps to check that it exists and is accurate.

The Tribunal must not hand decision-making, credibility assessment, weighing of evidence, legal conclusions or the reasoning of the award to an AI system.

UNIONE™ will maintain internal controls covering approved systems, confidentiality, retention and human oversight.

The Tribunal may order the use of designated platforms, access controls, encryption, redaction, secure data rooms, data-localisation arrangements or restrictions on external AI systems.

Any material data or cybersecurity incident affecting the proceeding must be reported promptly to the Secretariat and the Tribunal, subject to legal restrictions, so that protective steps can be taken.

The Tribunal may set protocols for keeping witnesses apart, the integrity of remote rooms, interpretation, transcription, recording, screen sharing, exhibits and technical

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failures.

No hearing may be broadcast publicly or recorded beyond the official record without the Tribunal's approval and consultation with the parties.

The Tribunal may make confidentiality orders tailored to trade secrets, personal data, State-sensitive material, commercially sensitive information or protected technology.

UNIONE™ may publish anonymised procedural data. It may publish an award or extract only with the parties' consent, or after thorough anonymisation and a decision that publication does not harm legitimate confidentiality interests.

Burden and standard of proof

Each party must prove the facts it relies on, subject to the applicable law and any different allocation the parties have agreed.

Document production

Document production must be targeted and proportionate. Broad discovery is not assumed.

Preserving evidence

A party that reasonably expects a dispute must take proportionate steps to preserve material evidence in its control, where law, contract, a DPC™ obligation or a Tribunal order requires it.

Witnesses and experts

The Tribunal may receive written witness statements, oral testimony, evidence from party-appointed experts and evidence from Tribunal-appointed experts.

Digital records

Electronic records, messages, platform data, logs, metadata, audio, video and machine-generated records are admissible, subject to relevance, materiality, authenticity and the applicable law.

Synthetic and altered evidence

A party must not knowingly submit materially fabricated, synthetically generated or deceptively altered evidence without clearly disclosing its nature and purpose.

AI in party submissions

Each party and its representatives remain fully responsible for every submission, authority, factual statement, translation, calculation and exhibit they file, whether or not AI tools were used.

AI use by the Tribunal and UNIONE™

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The Tribunal may use secure technology for administrative organisation, search, chronology, translation or similar support, but only if confidentiality, data security and independent judgment are preserved.

Cybersecurity and data protection

The parties, Tribunal and Secretariat must take proportionate cybersecurity and data-protection measures, considering sensitivity, applicable law, cross-border data restrictions, trade secrets and the risk profile of the case.

Hearings

Hearings may be in person, virtual, hybrid or on the documents only, as the Tribunal decides after consulting the parties and considering fairness, efficiency, witness reliability, accessibility, security and the applicable law.

Confidentiality and publication

Unless the parties agree otherwise, or disclosure is required by law, regulation, professional duty, funding disclosure, insurance, enforcement or the protection of a legal right, UNIONE™, the Tribunal and participants under their control must keep the existence of the proceeding and its non-public materials confidential.

Part 7: Awards, costs, ERR™ and enforcement readiness

The Tribunal will decide in equity, or as amiable compositeur, only if the parties expressly authorise it and the applicable law allows it.

Where appropriate, the Tribunal will take account of the contract and relevant trade usages.

An award must be in writing and state the seat, the date and the reasons (unless the parties validly waive reasons or the applicable law allows otherwise). It must be signed as the law requires.

Where the arbitrators are not unanimous, the award may be made by majority where the law allows, and the reasons for any missing signature will be recorded.

The Tribunal will aim to issue the final award within 30 days after closing the proceedings on faster tracks, and within 60 days in Standard or Complex cases, subject to a justified extension approved administratively by UNIONE™.

Before the award, the Tribunal may reopen the proceedings where this is needed to prevent material unfairness or to deal with a decisive new issue.

UNIONE™ may draw issues to the Tribunal’s attention and may require institutional or formal requirements to be corrected. It will not substitute its own view on facts, credibility, law, jurisdiction or the merits.

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The Tribunal alone is responsible for deciding the award.

ERR™ may look at formal validity, the notice and due-process record, consistency of seat and governing law, scope of relief, clarity of reasoning, identification of the parties, authority, public-policy risk flags, clarity on currency and interest, and other matters relevant to recognition or execution.

ERR™ advises the Tribunal on form and enforceability risk. It does not guarantee recognition or enforcement, does not replace local legal advice, and does not allow UNIONE™ to change the Tribunal's decision on the merits.

UNIONE™ may issue an Enforcement Readiness Certificate confirming that the review has been completed. The certificate is not a legal opinion that the award is enforceable in any jurisdiction.

On a request for correction, interpretation or an additional award, the Tribunal will give the other party a reasonable opportunity to comment and will decide promptly.

The Tribunal may correct an obvious clerical or calculation error on its own initiative within the period the applicable law allows.

The Tribunal may allocate costs taking into account the outcome, how reasonable the legal and expert costs are, procedural conduct, settlement conduct where the law allows, compliance with orders and any other circumstances it considers relevant.

Costs will not be allocated to penalise a party just for pursuing, in good faith, a claim or defence that ultimately fails.

An award of interest must state the principal amount, rate, any compounding basis, start date and end date or continuing mechanism clearly enough for enforcement.

Interest must not be structured in a way the applicable law prohibits.

At a party's request, the Secretariat may help with the administrative transmission of certified copies, payment instructions, compliance confirmations or a short period for voluntary compliance, without reopening the merits.

Discussions about voluntary compliance after the award are confidential unless the parties agree otherwise or disclosure is needed for enforcement or by law.

Where domestic-law advice, court representation, asset tracing or compulsory execution is needed, the parties need to instruct suitably qualified professionals in the relevant jurisdiction.

Post-award support does not make UNIONE™ counsel to any party, and UNIONE™ stays neutral throughout.

Jurisdiction-intelligence and enforceability-opinion services will clearly state their assumptions, jurisdiction, date and source limitations, whether local counsel was

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involved, and whether the output is information or a legal opinion from a qualified professional.

Nothing in these Rules limits a party's right to seek recognition, enforcement, annulment, setting aside, resistance to enforcement or other post-award relief under the applicable law.

Applicable substantive law

The Tribunal applies the substantive law or rules of law the parties chose. If there is no valid choice, it applies the law or rules of law it considers appropriate under the applicable conflict-of-laws framework.

Types of decision and award

The Tribunal may issue procedural orders, jurisdictional decisions, interim awards, partial awards, consent awards and final awards, as appropriate.

Closing and award timetable

The Tribunal will declare the proceedings closed once it is satisfied that the parties have had a reasonable opportunity to present their cases and no further material is needed.

Award quality review

Before issue, a draft award is sent to UNIONE™ for a limited quality review of form, internal consistency, completeness of the operative relief, clerical accuracy, procedural history, mandatory formalities and identifiable defects that could affect enforcement.

ERR™

After or alongside the Article 78 review, UNIONE™ may carry out an ERR™ focused on foreseeable recognition and enforcement risks in the jurisdictions the parties identify or that are reasonably clear from the case record.

Correction, interpretation and additional awards

Within 30 days after receiving an award, a party may ask for: correction of a clerical, calculation or typographical error; interpretation of a specific ambiguity in the operative part, where permitted; or an additional award on a claim that was presented but left out of the award.

Costs of the arbitration

Arbitration costs include UNIONE™ administrative charges, Tribunal fees and expenses, approved costs of a Tribunal secretary or expert, hearing and technology costs, and other costs set out in the applicable Schedule.

Interest

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The Tribunal may award interest before and after the award where the law allows, at a rate and on a basis it considers appropriate under the applicable law and the parties' agreement.

Compliance and voluntary performance

Awards bind the parties, subject to any remedy available under the applicable law.

Support after the award

After an award, UNIONE™ may provide certified copies, confirmations of procedural history, administrative attestations, help coordinating document authentication and jurisdiction-neutral enforcement information.

Enforcement intelligence and local law

At a party's request, UNIONE™ may provide or coordinate separate jurisdiction-intelligence or enforceability-opinion services, which sit outside the Tribunal's role on the merits.

Part 8: Administration, special situations and final provisions

Nothing in these Rules waives State, sovereign or execution immunity, or creates immunity where none otherwise exists.

The Tribunal will seek to preserve procedural fairness while avoiding orders that would require unlawful conduct.

The Tribunal may coordinate, stay, sequence or continue proceedings after considering jurisdiction, the risk of inconsistent decisions, prejudice, evidence, urgency and the applicable law.

A party must promptly disclose any parallel proceeding that materially affects jurisdiction, relief, evidence or enforceability.

Institutional decisions are administrative unless the Rules expressly describe them otherwise.

A clerical or accidental error in an institutional decision may be corrected after notice to the parties affected.

If a party fails to pay its share, another party may pay it without giving up any right to recover it. After reasonable notice, the Secretariat or Tribunal may suspend the claims affected.

Persistent non-payment may lead to administrative termination of the claims affected, without preventing them from being filed again where the law allows.

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Silence will not be treated as waiver where the rule or right concerned cannot be waived under the applicable law.

In deciding whether a party has waived its right to object, the Tribunal will consider whether the party had enough knowledge and opportunity to object.

Nothing in these limits on liability excludes liability for fraud, wilful misconduct or any other category that the applicable law does not allow to be excluded.

The parties remain responsible for getting independent legal advice on rights, remedies, limitation, enforcement and mandatory law.

UNIONE™ may amend the Rules for the future after institutional review. Material amendments will be versioned and publicly identified.

The Rules are intended to undergo regular legal, procedural, cybersecurity, technology and enforceability review, so they stay fit for cross-border disputes while preserving fairness and party autonomy.

Sanctions, insolvency and State constraints

Where sanctions, insolvency, export controls, sovereign or State-entity status, immunity, regulatory orders, criminal investigations or another mandatory-law constraint materially affects the proceeding, the Secretariat or Tribunal may ask for focused submissions and lawfully adapt the procedure.

Parallel proceedings

Parallel court, regulatory, insolvency, criminal or arbitral proceedings do not automatically suspend an Arbitration.

Institutional decisions and reasons

The Committee may give decisions with or without full reasons, depending on the issue, confidentiality, urgency and the Rules. Decisions on challenges, consolidation, joinder and other material contested points will normally give short reasons, unless the law or the parties' agreement provides otherwise.

Deposits and non-payment

The Secretariat may ask for advances on costs and may split them provisionally between the parties, without prejudging the final allocation of costs.

Waiver

A party that knows of a failure to comply with these Rules, an agreed procedure or a procedural order, and carries on without objecting in time, may be treated as having waived its right to object, as far as the applicable law allows.

Limits on institutional liability

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To the fullest extent the applicable law allows, UNIONE™, its officers, Committee members, Secretariat staff, arbitrators, emergency arbitrators, mediators and appointed neutrals are not liable for any act or omission connected with a proceeding, except where liability cannot lawfully be excluded.

Interpretation, amendment and review

Before the Tribunal is constituted, UNIONE™ interprets these Rules for administering the case. After that, the Tribunal interprets them for conducting the Arbitration, subject to the institutional powers the Rules expressly reserve.

The Protocols

The Protocols put the Rules into practice. They can be incorporated by the Rules, chosen by the parties, or adopted by procedural order where permitted.

Procedural tracks

Default procedures and target timetables for each track, from Streamlined to Complex Case.

Emergency Arbitrator and protective orders

How to apply for urgent relief before the Tribunal is in place, and how protective orders work.

Multi-party and coordinated proceedings

How related cases, joinder, consolidation and coordination are handled.

DPC™ and Standing Neutral

The prevention checkpoints, the DPC™ record and how a Standing Neutral is activated.

Structured Resolution

How mediation, neutral evaluation, expert determination and other consensual processes are requested and run.

Protocol: procedural tracks

- Purpose: this Protocol turns proportionality into default procedures. Thresholds are administrative presumptions, not limits on jurisdiction.
- Streamlined: presumed for claims and counterclaims of up to USD 250,000 in total; sole arbitrator; one main submission per party; no broad document production; a hearing only if necessary; target award within 60 days after constitution.

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- Simplified: presumed for claims up to USD 1,000,000; sole arbitrator; controlled evidence; target award within 60–90 days.
- Expedited: presumed for claims up to USD 10,000,000, or by agreement or because of urgency; sole arbitrator unless there is a compelling reason; target award within 90–120 days.
- Standard: the default for other cases; sole arbitrator or three-member Tribunal; active case management; target award within 120–180 days after constitution.
- Complex Case: a tailored plan for exceptional complexity; staged milestones; active case management still applies in full.
- After hearing the parties, the Committee or Tribunal may move a case to a different track. The monetary thresholds may be updated in the published Schedule without amending the core Rules.

Protocol: Emergency Arbitrator and protective orders

- An application must identify the arbitration agreement, the urgent relief sought, the facts showing urgency, the harm that cannot reasonably wait for the Tribunal to be constituted, and any request for a protective preliminary order.
- The Secretariat will try to appoint the Emergency Arbitrator within 24 hours of a complete filing and payment. The Emergency Arbitrator must disclose conflicts immediately and set the fastest fair process.
- A protective order without notice may be made only where giving notice would itself create a serious and imminent risk of defeating the relief. The other party must then be heard immediately.
- The Emergency Arbitrator may order preservation, restraint, confidentiality, protection of evidence, security or another lawful urgent measure, but may not finally decide the merits.
- A reasoned emergency order will normally be issued within 10 days after the file is transmitted. The Tribunal that follows may change or discharge it.
- If no Arbitration has started yet, the applicant must file the Notice of Arbitration within 7 days, unless the Emergency Arbitrator extends that period for good reason.

Protocol: multi-party and coordinated proceedings

- The Secretariat will identify related cases and ask the parties to disclose any related UNIONE™ proceedings they know of, where this does not breach a legal confidentiality restriction.
- Joinder needs a prima facie basis for jurisdiction, or consent. The final decision on jurisdiction remains with the Tribunal.

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- Consolidation decisions will consider whether the arbitration agreements are compatible, the parties, the link between the transactions, the make-up of the Tribunal, the procedural stage, confidentiality, efficiency and prejudice.
- Coordinated proceedings may share timetables, hearings or decisions on common issues while remaining separate cases with separate awards.
- Where one Tribunal hears related cases, confidential material from one case will not be used in another unless the parties entitled to confidentiality consent, or the Tribunal has a lawful basis after hearing the parties affected.

Protocol: DPC™ and Standing Neutral

- The six default checkpoints are: Clause Integrity; Law & Seat Alignment; Enforcement Map; Milestone and Trigger Definition; Confidentiality Architecture; and Escalation Integrity.
- The DPC™ record will keep objective contract materials, administrative records, confidential neutral communications and settlement material separate.
- Where practicable, a Standing Neutral is expected to start work within 72 hours of a qualifying Trigger Event.
- A Standing Neutral may facilitate, evaluate if authorised, and recommend next steps, but has no built-in power to decide.
- No Standing Neutral is automatically entitled to a later appointment as mediator, expert or arbitrator. Any change of role needs a fresh conflict review and any consent the Rules require.
- A DPC™ certificate confirms the agreed prevention framework and the institutional steps completed. It does not certify that a contract is dispute-proof or legally enforceable in every jurisdiction.

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