

GERMAN MEDIA ARBITRAL TRIBUNAL RULES OF ARBITRATION

(as at 14th December, 2016)

Section I General Provisions

§ 1 Scope of Application

- (1) These Rules of Arbitration shall apply to proceedings that an arbitration agreement, concluded between the parties in accordance with the provisions of the present Rules, has determined will be decided by the German Media Arbitral Tribunal (hereinafter referred to as “the Media Arbitral Tribunal”).
- (2) Unless the parties have agreed otherwise, the Rules of Arbitration that shall apply are those in force at the start of the relevant arbitration proceedings; subsequent amendments shall only affect such arbitration proceedings if this is expressly provided for in the appropriate transitional regulations of the Rules of Arbitration.
- (3) These Rules of Arbitration shall be provided in German and in English, with the German language version taking precedence in the event of doubt.
- (4) A model Arbitration Agreement is available on the German Media Arbitral Tribunal website at www.deutsches-medienschiedsgericht.de.

§ 2 Registered Office

The registered office of the Media Arbitral Tribunal shall be Leipzig.

§ 3 Media Arbitral Tribunal Jurisdiction

- (1) The scope of activity of the Media Arbitral Tribunal shall be restricted to media law disputes within the meaning of paragraph 2 below.
- (2) A media law dispute shall be deemed to exist if at least one of the parties directly involved in the proceedings creates, exploits, uses or distributes media, and the main focus of the dispute concerns these activities. Media within the meaning of paragraph 1 above are means of communication conveying content to users in the form of text, image or sound by technical reproduction and dissemination. This includes in particular printed media

(such as newspapers, magazines, posters and leaflets) and electronic media (such as broadcast and online services).

- (3) By way of derogation from the foregoing provisions, the Media Arbitral Tribunal shall have no jurisdiction in respect of
- a) copyright disputes concerning the level of reprographic and other levies in accordance with §§ 54 et seq. of the German Copyright Law (Urhebergesetz/UrhG) or
 - b) disputes that the Media Arbitral Tribunal declares fall outside of its jurisdiction. Absence of jurisdiction can be declared in particular in relation to issues with insufficient significance for the development of media law.

§ 4

Applicable Law

- (1) Unless the parties have agreed otherwise, these Rules shall be governed solely by the law of the Federal Republic of Germany.
- (2) To the extent that any agreement to apply foreign law results in additional costs for legal advice, such costs shall be borne by the parties in accordance with the provisions of § 18.

§ 5

Objectives of Proceedings

- (1) An application to initiate proceedings within the meaning of § 28 may be used to ask the Media Arbitral Tribunal
 - a) to give a ruling (arbitration proceedings),
 - b) to support the amicable settlement of a dispute in a process of conciliation (conciliation proceedings) or
 - c) to assess an aspect of a dispute, to use its discretion to determine a service or method of providing a service, or to amend a contract (expert determination).
- (2) The arbitration procedure is regulated by Section III of these Rules of Arbitration, the conciliation procedure by Section IV and the expert determination procedure by Section V.

Section II
Organisational Regulations

§ 6
Media Arbitral Tribunal Arbitrators

- (1) The media arbitral tribunal shall consist of at least ten independent arbitrators with particular expertise in the media and media law, and enjoying a reputation for fairness and integrity.
- (2) The Media Arbitral Tribunal shall have arbitrators with diverse backgrounds in order to ensure it has specialist expertise in all major areas of the media.
- (3) Arbitrators shall be appointed by decision of the General Assembly of members of the “Deutsches Medienschiedsgericht e. V.” [German Media Arbitral Tribunal Association], whereby the officiating arbitrators for each case are elected by a simple majority of the members present.
- (4) Arbitrators shall be appointed to individual proceedings and the arbitration panel assembled for such proceedings in accordance with § 12.

§ 7
Term of Office

- (1) Arbitrators shall be appointed for four years. Repeat appointments shall be allowed.
- (2) Upon the expiry of their term of appointment, arbitrators shall conclude all proceedings in which they are involved. Paragraph 1 above shall not apply in cases covered by § 11 below.

§ 8
Incompatible Activities

No arbitrator of the Media Arbitral Tribunal may

- play a significant political role in the machinery of government;
- hold more than a 0.5 % share in the authorised capital of a media company;
- be a member of an organ of the “Deutsches Medienschiedsgericht e. V.” [German Media Arbitral Tribunal Association], or a member of an organ of a member of the “Deutsches Medienschiedsgericht e. V.”.

§ 9

Obligations of Arbitrators

On taking up his/her role, each arbitrator of the Media Arbitral Tribunal shall undertake to exercise his/her office in an impartial and conscientious manner, to avoid unnecessary delays to proceedings and ensure they are expedited within reason, and to maintain confidentiality.

§ 10

President and Vice-President

The arbitrators appointed to the Media Arbitral Tribunal shall elect a President and Vice-President for a term of office of four years by simple majority. There shall be no limit on how many times such officers may be re-elected.

§ 11

Resignation of Arbitrators and Revocation of Appointment

- (1) If an arbitrator no longer fulfils the prerequisites of his/her appointment, or if it is impossible for an arbitrator to carry out the tasks of an arbitrator for actual or legal reasons, he/she must notify the “Deutsches Medienschiedsgericht e. V.” [German Media Arbitral Tribunal Association] and resign.
- (2) Arbitrators must inform the “Deutsches Medienschiedsgericht e. V.” [German Media Arbitral Tribunal Association] in writing of their resignation by means of a letter directed to the Deutsches Medienschiedsgericht e. V. [German Media Arbitral Tribunal Association] office.
- (3) If an arbitrator fails to resign despite the existence of the conditions set out in paragraph 1 above, the Board of Directors of the “Deutsches Medienschiedsgericht e. V.” [German Media Arbitral Tribunal Association] may revoke the appointment of the arbitrator with immediate effect by simple majority.
- (4) The resignation referred to in paragraph 2 above or the revocation referred to in paragraph 3 above shall have no bearing on proceedings that have already been concluded. With the approval of the parties, an arbitrator who has resigned or whose appointment has been revoked may continue to conduct ongoing proceedings until they are concluded; otherwise, he or she will be replaced by the first-named substitute arbitrator within the meaning of § 12, paragraph 4.

§ 12

Appointment of Arbitrators and convocation of Arbitration Panel

- (1) Arbitration Panel members in any proceedings before the Media Arbitral Tribunal may only be arbitrators appointed as set out in § 6. To lawfully convene an arbitration panel of the Media Arbitral Tribunal, the parties choose for members and substitute members of the panel to be appointed either
 - a) by the President of the Media Arbitral Tribunal at his/her discretion or
 - b) with the exception of the President of the arbitration panel, by the parties themselves.
- (2) The arbitration panel may be a Chamber with three members, a Grand Chamber with five members, or a Senate with seven members. The final decision on the type of arbitration panel to be used shall be made by the parties, and this decision shall form part of the Arbitration Agreement. Otherwise, the decision shall be made on an ad hoc basis within the meaning of paragraphs 1 and 2, no later than two weeks from the receipt by the Media Arbitral Tribunal of the initial application to initiate proceedings within the meaning of § 28. Should the parties fail to reach a consensus, the arbitration proceedings will be deemed to have failed.
- (3) The arbitration panel shall be convened by the appointment of arbitrators within two months of receipt by the Media Arbitral Tribunal of the initial application to initiate proceedings within the meaning of § 28. Otherwise, the arbitration proceedings will be deemed to have failed.
- (4) Where arbitrators are appointed by the parties, each party shall appoint one half of the arbitrators, with the exception of the Chair of the arbitration panel, which represents the casting vote. The arbitrators appointed by the parties shall choose the Chair. Should there be no agreement on a Chair, the President of the Media Arbitral Tribunal shall decide on this post. The Chair must be qualified to hold judicial office in accordance with § 5 of the German Judiciary Act (Richtergesetz). Each party shall also appoint a substitute arbitrator and a second substitute arbitrator.
- (5) If it is not possible for an arbitrator appointed to participate in proceedings within the requisite time frame, particularly in the event of illness or excessive workload, the arbitrator shall inform the parties and the Media Arbitral Tribunal within two weeks of becoming aware of his/her appointment. The same shall apply if the appointed arbitrator is not prepared to participate in proceedings in the English language within the terms of § 23, Paragraph 1.
- (6) If all arbitrators have been appointed in accordance with the foregoing provisions, the arbitration panel shall be deemed to have been convened and the parties shall be formally advised of this in accordance with § 16.

- (7) The arbitration contract between the association and the arbitrators shall come into effect when the appointments and the declaration pursuant to paragraph 5 have both been made. There is no contractual relationship between the parties and the arbitrators.

§ 13

Rejection of an Arbitrator in an Individual Case

- (1) An arbitrator may be rejected if
- a) he/she is legally excluded from ruling on the case as a state judge,
 - b) there are circumstances that give rise to legitimate doubts as to his/her impartiality or independence, or
 - c) he/she fails to fulfil his/her duties as an arbitrator in the proceedings despite a request from one of the parties with a reasonable time limit.

No Media Arbitral Tribunal arbitrator shall be involved in decisions on cases in which he/she has already acted as an agent, consultant, lawyer, expert or nominated arbitrator for or against one of the parties involved.

- (2) The arbitrator must disclose the existence of a reason for rejection within the meaning of paragraph 1 and the circumstances giving rise to it at any stage of the proceedings.
- (3) Either party may submit an application for rejection. The application must be submitted to the Media Arbitral Tribunal within two weeks of the party becoming aware of the reasons for rejection.
- (4) A party that has itself appointed an arbitrator may not submit an application for rejection against the said arbitrator for any reasons that were known to it before the appointment. A party that has submitted a rejection application or negotiated while being aware of a reason for rejection may not submit an application for rejection based on the said reason.
- (5) An arbitrator shall be deemed to have been rejected if he/she voluntarily resigns his/her position or the other party agrees to the rejection. If the rejected arbitrator fails to resign from office, or if the other party does not agree with the rejection, then the other arbitrators of the Media Arbitral Tribunal arbitration panel shall decide on the rejection by a simple majority.
- (6) If the rejection referred to in paragraph 5 above is unsuccessful, the party that submitted the application for rejection may submit an application for rejection to the Dresden Higher Regional Court for a decision, in accordance with § 1062 of the German Code of Civil Procedure (ZPO).
- (7) In the event of a successful rejection, the substitute arbitrator nominated by the party affected shall take over the role vacated by the rejected arbitrator. If more than two arbitrators on an arbitration panel are successfully rejected, the arbitration proceedings shall be deemed to have failed.

§ 14
Unanimous Dismissal

It is open to the parties at any time to agree unanimously to declare that an arbitrator is being dismissed and that one of the appointed substitute arbitrators is taking his/her place.

§ 15
Nomination and Appointment of Substitute Arbitrator

- (1) If an arbitrator is rejected, dismissed by agreement between the parties, resigns from office, has his/her position as an appointed arbitrator revoked, is permanently impeded by disease or dies, one of the substitute arbitrators previously appointed by the party affected shall take his/her place.
- (2) If an appointed substitute arbitrator takes up a position, the second substitute arbitrator shall become the new substitute arbitrator and the affected party must appoint a new second substitute arbitrator within two weeks of the substitute arbitrator taking up the position.
- (3) If the Chair is rejected, dismissed by agreement between the parties, resigns from office, has his/her position as an appointed arbitrator revoked, is permanently impeded by disease or dies, a new Chair shall take his/her place. § 12, paragraph 4 of these Rules of Arbitration shall apply mutatis mutandis to the election of the new Chair.

§ 16
Information on Appointed Arbitrators

Once all arbitrators and the substitute arbitrators have been appointed, the Media Arbitral Tribunal shall inform the parties of the composition of the arbitration panel.

§ 17
Arbitrators' Obligations

- (1) Arbitrators shall be impartial.
- (2) They must ensure there is no undue delay in proceedings and ensure they are expedited as far as is reasonable.
- (3) Arbitrators shall maintain confidentiality.

§ 18

Costs

- (1) The costs of proceedings include (1) arbitrators' fees and expenses, (2) the processing fee charged by the Media Arbitral Tribunal as determined by the Media Arbitral Tribunal in accordance with the table of costs in force at the beginning of the relevant arbitration proceedings (Appendix to § 18), (3) fees and expenses of experts commissioned by the Media Arbitral Tribunal, including appraisers within the meaning of § 4 paragraph 2, and (4) the reasonable expenses of the parties for their representation and other expenses in connection with the arbitration proceedings, along with any applicable statutory VAT added to each of (1) to (4). The parties are jointly and severally liable to the association "Deutsches Medienschiedsgericht e. V." [German Media Arbitral Tribunal Association] for items (1), (2) and (3) of the first sentence.
- (2) Subject to the provisions of paragraph 3 below, the Media Arbitral Tribunal processing fee and arbitrators' fees shall be determined according to the amount in dispute as determined by the Media Arbitral Tribunal according to its best judgement. The minimum value in dispute for proceedings before the Media Arbitral Tribunal should be EUR 100,000.00.
- (3) The President of the Media Arbitral Tribunal may set the arbitrators' fees higher or lower than those in the table of costs if this is found to be necessary in the light of the particular circumstances of an individual case.
- (4) The Media Arbitral Tribunal shall set the costs of proceedings in accordance with §§ 91 et seq. of the German Code of Civil Procedure (ZPO) and determine which of the parties has to bear the costs or the ratio in which they are to be shared. An average net hourly rate of EUR 350.00 shall be deemed reasonable for costs to the parties of representation by qualified lawyers, whereby the costs of legal representation shall only be applicable insofar as they are found to be necessary to safeguard the rights of the party in the proceedings and do not exceed a net value of ten per cent of the value determined as being in dispute.
- (5) If the claim is withdrawn or arbitration proceedings are terminated before the start of the hearing, the arbitrators' fees and the processing fees charged by the Media Arbitral Tribunal shall be determined by the Media Arbitral Tribunal as being one third of the value in the table of costs in force at the beginning of the relevant arbitration proceedings. If the parties have not reached agreement on the distribution of the costs of the proceedings or other cost-related issues, the Media Arbitral Tribunal shall decide on these matters.
- (6) The Media Arbitral Tribunal shall require payment in advance of the arbitrators' fees and its processing fees, based on the provisional value in dispute. Each party shall pay half of such fees. If experts are required, the Media Arbitral Tribunal can make the commissioning of such experts dependent on an advance payment. Within four weeks of the end of proceedings, the Media Arbitral Tribunal shall ask the parties for payment of the costs of the proceedings applicable to them by means of an invoice. Advances paid will be offset against this.

Section III
Arbitration Proceedings before the Media Arbitral Tribunal

§ 19
Rules of Procedure

- (1) The Media Arbitral Tribunal may hold a preliminary discussion with the parties and agree on specific procedural rules for individual proceedings. In addition, the rules of procedure specified below shall apply.
- (2) Unless provided otherwise by these Rules of Arbitration, the provisions of the German Code of Civil Procedure (ZPO) shall apply to the arbitration procedure.

§ 20
Principles for Conducting Proceedings

- (1) The Media Arbitral Tribunal shall base its decision only on the facts submitted by the parties. The Media Arbitral Tribunal shall strive by means of discussion, comments and questions to clarify the facts submitted and ensure they are complete, to designate evidence and ensure that the application submitted is pertinent. In addition, the provisions of the German Code of Civil Procedure shall apply with regard to procedural principles and the burden of proof and evidence.
- (2) Unless the parties have agreed otherwise, the Media Arbitral Tribunal may appoint one or more experts to appraise specific issues identified by the Media Arbitral Tribunal, including legal issues concerning German law and foreign legal systems. The Media Arbitral Tribunal may also require parties to provide experts with any pertinent information, and to submit or make available for inspection all documents, data and objects relevant to the proceedings.
- (3) Unless the parties have agreed otherwise, the expert shall take part in an oral hearing after delivering his/her written or oral opinion if a party so requests or if the Media Arbitral Tribunal considers it necessary. During the hearing, the parties may ask the expert questions and have their own experts issue statements on issues in dispute.

§ 21
Oral Hearing

- (1) Unless the parties unanimously request otherwise, there shall be an oral hearing for each legal dispute to be decided by the Media Arbitral Tribunal.
- (2) If it is the unanimous and express wish of the parties, the public may be admitted to the hearing.

§ 22
Absence of a party

In the event of the absence of a party at an oral hearing, the provisions of § 1048 of the ZPO regarding default shall apply accordingly.

§ 23
Language

- (1) The parties may agree to English being the language of the arbitration proceedings. Any agreement on the language of proceedings must be reached as part of the conclusion of the arbitration agreement.
- (2) In the absence of such an agreement, the language of proceedings shall be German.
- (3) At the request of the arbitration panel, foreign-language documents submitted by the parties must be translated at the expense of the parties.

§ 24
Minutes of Negotiations

Minutes of negotiations will be taken for each oral hearing, and these will be sent to the parties by the secretariat of the Media Arbitral Tribunal.

§ 25
Procedural Management

- (1) Procedural management and the issuing of judicial notes shall continue during the oral hearing and shall be noted in the minutes.
- (2) Decisions on the conduct of proceedings outside the oral hearing may be made by the arbitration panel at any time by written consultation and communicated to the parties by the Chair.

§ 26
Decision Making

All Tribunal decisions shall be made by a simple majority of the arbitrators appointed to the panel in each case.

§ 27

Transmission of written documents

- (1) The arbitration claim and all other written documents shall be sent simultaneously to the Tribunal and the other party.
- (2) Applications and documents containing further applications or a modification of the applications or declarations terminating the proceedings shall be sent by registered letter or any other means of transmission providing proof of delivery.
- (3) If a party has appointed an authorised representative for the proceedings, the written documents must be sent to the same. There is no obligation to be represented by a lawyer before the Media Arbitral Tribunal.

§ 28

Start of Proceedings

The start of proceedings is governed by § 1044 of the German Code of Civil Procedure. The Media Arbitral Tribunal shall only start proceedings on receipt of the advance payment referred to in § 18 paragraph 6.

§ 29

Applications

- (1) The arbitration claim must include the following:
 - a. an application to initiate proceedings,
 - b. the names of the parties and their addresses, as well as any authorised agents for the proceedings and their addresses,
 - c. a sufficiently specific application,
 - d. the statement of the factual circumstances giving rise to the subject of the proceedings,
 - e. the reproduction of the arbitration agreement and
 - f. the statement of the value in dispute.
- (2) In the event that arbitrators are appointed by the parties, the arbitration claim must also specify the arbitrators and substitute arbitrators that have been appointed by the applicant.
- (3) If applications are incomplete, the Chair will ask the applicant to complete them within a deadline.
- (4) Sufficient copies of applications and other documents and appendices must be submitted to ensure a copy can be made available to each arbitrator.

§ 30

Arbitral award

- (1) The tribunal shall be bound by the parties' submissions when issuing the arbitral award.
- (2) The arbitral award shall be issued in writing. A sufficient number of original documents must be produced to enable them to be sent to all parties.
- (3) The arbitral award shall contain the following:
 - a) the names of the parties, their addresses and any agents authorised by them for the proceedings,
 - b) the names and signatures of the Media Arbitral Tribunal arbitrators participating in the decision,
 - c) the date of drafting of the arbitral award,
 - d) the operative provisions,
 - e) the facts of the case, including the parties' submissions,
 - f) the grounds on which it is based,
 - g) the decision on the specification of costs and who shall bear them and
 - h) a declaration of the enforceability of the arbitral award within the meaning of §§ 1060 et seq. of the German Code of Civil Procedure (ZPO).
- (4) The arbitral award must be forwarded to all parties by registered letter.

§ 31

Appeals against the Arbitral Award

The arbitral award has the effect of a legally binding judgement on the parties. Appeals against the award are only possible in accordance with § 1059 of the Code of Civil Procedure. By way of derogation, however, the parties may agree that action before a national court should remain permissible without restriction. This agreement must be concluded in the context of the arbitration agreement.

§ 32

Correction

The parties may ask the office of the Media Arbitral Tribunal to correct obvious mathematical, printing and orthographic errors, as well as other errors that do not alter the substance of the arbitral award.

Section IV
Conciliation Proceedings before the Media Arbitral Tribunal

§ 33

Number of Arbitrators for Conciliation Proceedings

- (1) The parties may agree to hold conciliation proceedings before a Chamber of three arbitrators, or a Grand Chamber of five judges of the Media Arbitral Tribunal within the meaning of § 6 of the Rules of Arbitration of the Media Arbitral Tribunal.
- (2) If the parties do not agree on a number of arbitrators, the conciliation proceedings will be held before a Chamber of three arbitrators.
- (3) In other respects, §§ 12 et seq. shall apply.

§ 34

Initiation of Conciliation Proceedings

- (1) A party wishing to initiate conciliation proceedings must send the other party a written request for dispute settlement under these Rules of Arbitration. The subject matter of the dispute shall be set out in the request to initiate proceedings.
- (2) A copy of the request to initiate proceedings must be sent to the Media Arbitral Tribunal.

§ 35

Start of Conciliation Proceedings

- (1) Conciliation proceedings start with the written declaration of consent of the other party to the Media Arbitral Tribunal for the conciliation proceedings to be conducted. The declaration of consent must be made within one month of receipt of the written request for dispute settlement.
- (2) Conciliation proceedings shall not take place if the other party rejects the request. The request shall be deemed to be rejected if the party does not reply within the time limit specified in § 36 paragraph 1.

§ 36

Nature of Conciliation Proceedings

- (1) The arbitrators shall support the efforts of the parties to settle the dispute by mutual agreement in an independent and impartial manner.
- (2) The arbitrators shall specify the nature of conciliation proceedings in consultation with the parties.
- (3) If the parties so desire, the arbitrators may make proposals for the settlement of the dispute at any stage of the proceedings. The proposals do not have to be justified.

- (4) All parties are bound to confidentiality.

§ 37

Termination of Conciliation Proceedings

- (1) If no agreement has been reached in conciliation proceedings within a reasonable period of time, conciliation proceedings shall be terminated.
- (2) At the request of either party, the arbitrators shall issue a report on the termination. The report must be signed by all the arbitrators.
- (3) The parties may agree in writing at any time for conciliation to be converted to arbitration proceedings conducted before the same Chamber or before the Grand Chamber.
- (4) If agreement is reached between the parties in conciliation proceedings, the arbitrators shall record the result in a report to be signed by all the arbitrators and the parties.

Section V

Expert Determination by the Media Arbitral Tribunal

§ 38

Subject matter of Expert Determination

- (1) The subject matter of the expert determination shall be decided by the unanimous request of the parties. In particular, the subject matter of an expert determination may be assessment of an aspect of a decision, the determination of a service or method of providing such service or a contractual amendment.
- (2) Furthermore, the parties may agree to extend or adapt the subject matter of the expert determination.
- (3) All parties are bound to confidentiality.

§ 39

Number of Arbitrators for Expert Determination

- (1) The parties may agree whether the expert determination will be held before a Chamber of three arbitrators or a Grand Chamber of five judges of the Media Arbitral Tribunal within the meaning of § 6 of the Rules of Arbitration of the Media Arbitral Tribunal.
- (2) If the parties cannot agree on the number of arbitrators, the expert determination will be issued before a Chamber of three arbitrators.
- (3) In other respects, §§ 12 et seq. shall apply.

§ 40

Decision by Expert Determination

- (1) The decision by expert determination shall be reached by majority vote.
- (2) The decision must be justified by the arbitrators.

§ 41

Provisional Orders

- (1) In the event of a joint application by the parties, the arbitrators shall issue provisional orders in relation to the procedure for expert determination if this is required for an orderly implementation of the contract between the parties.
- (2) The provisional orders may be subject to conditions.
- (3) The parties must be granted a legal hearing before the adoption of a provisional order. If a provisional order is issued without a prior hearing, this must be remedied without delay.
- (4) Provisional injunctions shall lose their effect once the decision is issued.

§ 42

Binding Force

- (1) The decisions of arbitrators in expert determination shall be binding on the parties. Such binding effect shall not apply if or insofar as it is repealed or amended by a court or arbitration decision.
- (2) If one of the parties acts in accordance with the decision and with good faith in its binding force, any legal action cannot give rise to liability for damages.

Section VI Final Provisions

§ 43

Disclaimer

- (1) With the exception of any wilful breach of duty, arbitrators' liability for their decisions is excluded.
- (2) With the exception of wilful or grossly negligent breach of duty, the liability of arbitrators, the "Deutsches Medienschiedsgericht e. V." [German Media Arbitral Tribunal Association], its organs and its employees shall be excluded in respect of any other act or omission in connection with proceedings before the Media Arbitral Tribunal within the meaning of § 5 paragraph 1.

§ 44
Severability Clause

Any invalidity of the above provisions shall not affect the validity of the remaining provisions of these Rules of Arbitration. The invalid provision shall be replaced by a legally permissible provision that most closely approximates to the meaning and purpose of the invalid provision.

Table of Costs
(Appendix to § 18)

I. Arbitrators' Fees

The arbitrators' fees listed below shall apply to arbitration proceedings and expert determination and represent the fees per arbitrator for the arbitration panel constituted in each case. In the case of a contested decision, the Chair's fees shall be doubled. For conciliation proceedings, the amount in each case is reduced by two thirds.

For arbitration proceedings and expert determination by the Chamber:

Value in dispute	Fee per arbitrator (excluding VAT)
Up to EUR 100,000.00	EUR 2,000.00
Up to EUR 200,000.00	EUR 4,700.00
Up to EUR 300,000.00	EUR 6,700.00
Up to EUR 500,000.00	EUR 9,600.00
Up to EUR 1,000,000.00	EUR 14,500.00
Up to EUR 2,000,000.00	EUR 24,400.00
Up to EUR 3,000,000.00	EUR 34,200.00
Up to EUR 5,000,000.00	EUR 53,800.00
From EUR 5,000,001.00	EUR 55,800.00 plus EUR 2,000.00 per further increase in the value in dispute by EUR 5,000,000.00

II. Media Arbitral Tribunal Processing Fee

For arbitration proceedings, conciliation proceedings and expert determination of the Chamber, the Grand Chamber and of the Senate:

Value in dispute		Processing fee (excluding VAT)	
Up to EUR	100,000.00	EUR	1,000.00
Up to EUR	200,000.00	EUR	2,000.00
Up to EUR	300,000.00	EUR	2,900.00
Up to EUR	500,000.00	EUR	4,100.00
Up to EUR	1,000,000.00	EUR	6,200.00
Up to EUR	2,000,000.00	EUR	10,400.00
Up to EUR	3,000,000.00	EUR	14,600.00
Up to EUR	5,000,000.00	EUR	23,100.00
From EUR	5,000,001.00	EUR	24,100.00 plus EUR 2000.00 per further increase in the value in dispute by EUR 5,000,000.00