

# Supplemental ADR Rules of the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic

<b>A</b>	<b>GENERAL .....</b>	<b>2</b>
1	Scope .....	2
2	Definitions .....	2
3	Fees and Payment Instructions .....	2
<b>B</b>	<b>CONDUCT OF THE PROCEEDINGS .....</b>	<b>2</b>
1	Submission of Complaint .....	2
2	Appointment of Case Administrator .....	3
3	Submission of Response .....	3
4	Panelist Appointment Procedures .....	3
5	Declaration .....	3
6	Forms .....	3
7	In-Person Hearings .....	3
8	Panel Decision .....	4
9	Correction of Clerical Mistakes .....	4
10	Publication of the Decision.....	4
11	Word Limits .....	4
<b>C</b>	<b>CONCLUDING PROVISIONS .....</b>	<b>4</b>
1	Amendments .....	4
2	Effective date .....	4
3	List of Annexes .....	5

## A GENERAL

### 1 Scope

- (a) **Relationship to ADR Rules and EU legislation.** These *Supplemental ADR Rules* are to be read and used in connection with the *.eu Dispute Resolution Rules*, adopted by the European Registry of Internet Domain names (*EURid*) (the "*ADR Rules*") and with the Regulations (EC) No 733/2002 and No 874/2004 and with any other applicable EU legislation. These supplemental rules may not derogate from either the *ADR Rules* or the *European Union Regulations*.
- (b) **Version of Supplemental Rules.** The version of these *Supplemental ADR Rules* in effect on the date of the submission of the *Complaint* shall apply to the administrative proceeding commenced thereby.

### 2 Definitions

**Provider** means the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic.

Any other term defined in the *ADR Rules* shall have the same meaning when used in these *Supplemental ADR Rules*.

### 3 Fees and Payment Instructions

The applicable fees for the administrative procedure and obligatory payment instructions are specified in Annex A hereto and posted on the *Provider's* web site.

### 4 Communication Instructions

The *Parties* shall be required to adhere to communication instructions contained in Annex C hereto.

## B CONDUCT OF THE PROCEEDINGS

### 1 Submission of Complaint

- (a) The *Complaint* must include all elements listed in Paragraph B1(b) of the *ADR Rules*.
- (b) **Complaint Form.** In accordance with Paragraph B1(b)(17) of the *ADR Rules*, the *Complainant* shall be required to prepare its *Complaint* using the *Complaint Form* included in the list of Forms contained in Annex B hereto and posted on the *Provider's* web site.
- (c) **Number of Copies.** When a hard-copy submission is to be made to the *Provider* by a *Party*, it shall be submitted in three (3) copies together with one (1) original of such submission.
- (d) **Language of ADR Proceeding.** In accordance with Paragraph A3(d) of the *ADR Rules*, all relevant parts of the documents submitted as part of the *Complaint* including any annexes and schedules submitted in languages other than the language of the *ADR Proceeding* must be accompanied by a translation into the language of the *ADR Proceeding*. Documents or their parts not submitted in the language of the *ADR Proceeding* shall not be taken into account by the *Panel*.

## 2 Appointment of Case Administrator

- (a) **Notification.** The *Provider* shall advise the *Parties* of the name and contact details of a member of its staff who shall be the *Case Administrator* and who shall be responsible for all administrative matters relating to the dispute and communications to the *ADR Panel*.
- (b) **Responsibilities.** The *Case Administrator* may provide administrative assistance to the *Panel* or *Panelist(s)*, but shall have no authority to decide matters of a substantive nature concerning the dispute.

## 3 Submission of Response

- (a) The *Response* must include all elements listed in Paragraph B3(b) of the *ADR Rules*.
- (b) *Response Form.* In accordance with Paragraph B3(b)(9) of the *ADR Rules*, the *Respondent* shall be required to prepare its *Response* using the *Response Form* included in the list of Forms contained in Annex B hereto and posted on the *Provider's* web site.

## 4 Panelist Appointment Procedures

- (a) **Party Candidates.** Where a *Party* is required to submit the names of three (3) candidates for consideration for appointment by the *Provider* as a *Panelist* (*i.e.*, in accordance with paragraphs B1(b)(4), B3(b)(4) and B4(c) of the *ADR Rules*), that *Party* shall provide the names and contact details of its three candidates in the order of its preference. In appointing a *Panelist*, the *Provider* shall, subject to availability, respect the order of preference indicated by a *Party*.
- (b) **Presiding Panelist.** The *Panelist* appointed in accordance with Paragraph B4(d) of the *ADR Rules* from the *Provider's* list of Panelists shall be the *Presiding Panelist*, coordinating the *Panel*.
- (c) **Respondent Default.** Where the *Respondent* does not submit a *Response* or does not submit the payment provided for in Paragraph B3(c) of the *ADR Rules* by the deadline specified by the *Provider*, the *Provider* shall proceed to appoint the *Panel*.

## 5 Declaration

In accordance with Paragraph B5 of the *ADR Rules*, prior to appointment as a *Panelist*, a candidate shall be required to submit to the *Provider* a *Declaration of Independence and Impartiality* using the form included in the list of Forms contained in Annex B hereto and posted on the *Provider's* web site.

## 6 Forms

In addition to the Form Complaint in relation to the Complaint (Section B above) and Form Response in relation to the *Response* (Section 3 above) the *Parties* shall be required to use for their other communication during the *ADR Proceeding* form documents set out in Annex B hereto and posted on the *Provider's* web site.

## 7 In-Person Hearings

In case the *Panel* determines, in its sole discretion, that an in-person hearing is necessary, the hearing will be carried out by teleconference, videoconference, or web conference at the CHAT address of the *Provider* if both *Parties* agree with the use of such technology; otherwise, the hearing will be carried out in-person at the location specified by the *Panel*. The *Panel* will give the *Parties* seven (7) days notice that the aforementioned hearing will be held, including the date, time and electronic place or physical location where it will take place.

## **8 Panel Decision**

The Panel decision will meet the requirements set forth in Article B13 of the *ADR Rules* and will comply with all formal requirements contained in these *Supplemental ADR Rules*, with the exception of the limit of number of pages pursuant to Paragraph 11 below where the *Panel* will exercise its discretion. A model decision is included in the list of Forms contained in Annex B hereto and posted in the *Provider's* website.

## **9 Correction of Clerical Mistakes**

Within seven (7) days of receiving the decision, a *Party* may, by written notice to the *Panel* and the other *Party*, request the *Panel* to correct in the decision any errors in computation, any clerical or typographical errors, or any errors of a similar nature. Any such corrections shall be given in writing to the *Parties* and shall become a part of the decision.

The *Panel* may correct any errors on its own initiative of the type referred to in the preceding Paragraph within seven (7) days of the date of the decision being rendered.

## **10 Publication of the Decision**

The *Provider* shall submit the decision of the *Panel* to the *Parties*, the *Registrar(s)* and *EURid* as required by the *ADR Rules* and the *Registration Policy*. The *Provider* shall publish the full decision on the *Provider's* Website, listing:

- (a) the Domain Name that is in dispute and is the subject of a *Complaint*;
- (b) the case number;
- (c) the *Date of Commencement of ADR Proceeding*.

The decision shall be published in the language of the *ADR Proceeding* and in an unofficial translation into English language secured by the *Provider*.

## **11 Word Limits**

*Panelists* shall exercise reasonable efforts to adhere the following guidelines as to length of the decisions:

- (a) The word limit under Paragraph B1(b)(10) of the *ADR Rules* shall be 5,000 words.
- (b) The word limit under Paragraph B3(b)(6) of the *ADR Rules* shall be 5,000 words.
- (c) The word limit under Paragraph B13(e) of the *ADR Rules* shall be 5,000 words.

# **C CONCLUDING PROVISIONS**

## **1 Amendments**

- (a) Subject to the *ADR Rules*, the *Provider* may amend these *Supplemental ADR Rules* in its sole discretion.
- (b) The version of these *Supplemental ADR Rules* in effect at the time of the submission of the *Complaint* to the *Provider* shall apply to the *ADR Proceedings* commenced thereby. *EURid* may amend these *ADR Supplemental Rules* at any time after consultation with the *Provider*.

## **2 Effective date**

These *Supplemental ADR Rules* apply to all cases filed on or after 7 December 2005.

### **3 List of Annexes**

Annex A: Fee Schedule;

Annex B: List of Forms;

Annex C: Communication Instructions