

## APPENDIX 1<sup>1</sup>

### PDRCI GUIDELINES ON FEES<sup>2</sup>

#### Article 1. General Rule

1. These Guidelines, together with its Schedules ("*Guidelines on Fees*"), shall form part of the *PDRCI Arbitration Rules* ("*Rules*"). By agreeing to submit their dispute to arbitration under the *Rules*, the parties are deemed to have accepted the terms of these Guidelines on Fees. By accomplishing and submitting to PDRCI the form attached as Schedule "C" (for arbitrators), the arbitrators appointed under the *Rules* are deemed to have accepted the terms of these Guidelines on Fees.
2. Notwithstanding any agreement of the parties, the provisional advances on cost<sup>3</sup> ("*Provisional Advance*" or "*Provisional Advances*") shall be set and collected solely by PDRCI. In setting the Provisional Advances for arbitrator's fees, PDRCI shall follow the schedule of fees for arbitrators in the cases that it administers. The schedule of fees, as of 1 November 2012, is provided in Schedule "A." In exceptional cases, PDRCI may increase the fees for certain arbitrations on account of the amount in dispute, complexity of the subject matter, time spent by the arbitrators and other relevant circumstances.
3. Payment of Provisional Advances shall be made directly to PDRCI. Unless PDRCI grants a different period, Provisional Advances shall be paid within thirty (30) days from receipt of the corresponding statement from PDRCI.
4. Payment of Provisional Advances shall be exclusive of any applicable value-added tax ("*VAT*").
5. The parties and the arbitrators involved in the arbitration shall comply with the relevant tax laws and regulations.
6. The rules on the fees in relation to Emergency Relief Proceedings are provided in Schedule "D," as supplemented by other parts of these Guidelines on Fees.
7. The schedules forming part of these *Guidelines on Fees* are:
  - a. Schedule A - Schedule of Fees as of 1 November 2012<sup>4</sup>
  - b. Schedule B - Form for Information to be provided by Parties

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<sup>1</sup>Appendix 1 of *PDRCI Arbitration Rules*.

<sup>2</sup> As of 1 November 2012.

<sup>3</sup> For Arbitrator's Fees, administrative fees and any other arbitration-related expenses

<sup>4</sup>For the current *Schedule of Fees*, please consult PDRCI.

- c. Schedule C - Form for Arbitrator Acceptance, Oath of Office and Statement of Independence and Impartiality
- d. Schedule D - Guidelines on Fees for Emergency Relief Proceedings

## **Article 2. Arbitrator's Fees**

1. Provisional Advances for arbitrator's fees are composed of: (a) arbitrator's fees ("Arbitrator's Fees"); and (b) fees for services extended by PDRCI to arbitrators ("PDRCI Development Fund"), set at 10% of the Arbitrator's Fees.
2. Payments received by PDRCI for Arbitrator's Fees are received in trust for the arbitrators and not for the account of PDRCI. PDRCI shall issue acknowledgment receipts for such payments. Arbitrator's Fees are released solely and directly by PDRCI. Once released by PDRCI, the Arbitrator's Fees are deemed paid by the parties to the arbitrators, in accordance with *PDRCI's Guidelines on Arbitrator's Compensation* ("*Guidelines on Arbitrator's Compensation*"). Any agreement of the parties that allows a party or an entity other than PDRCI to pay Arbitrator's Fees or arbitration-related expenses to an arbitrator directly, or to any other person, are superseded by these *Guidelines on Fees*.
3. For purposes of releasing the Arbitrator's Fees to the arbitrators, PDRCI shall act as the parties' authorized agent for the sole purpose of withholding and remitting to the Bureau of Internal Revenue ("BIR") the withholding taxes due on the Arbitrator's Fees, if any.<sup>5</sup> For this purpose, the parties and the arbitrators shall provide to PDRCI all relevant tax information (see Schedules "B" and "C"). A *Certificate of Tax Withheld* shall be issued to the arbitrators, except in the case of an arbitrator whose tax withheld is considered as a final withholding tax under Philippine tax laws and regulations.<sup>6</sup>

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<sup>5</sup> Philippine tax laws specify the income payments that are subject to creditable withholding tax ("CWT"). Under existing tax laws, rules and regulations, payments of administrative and Arbitrator's Fees are generally not subject to CWT. Payments received by PDRCI in trust for arbitrators do not qualify as payments of professional, talent or promotional fees that are subject to CWT under Section 2.57.2.(A) of *Revenue Regulation No. 2-98*, as amended, which expressly identifies the individuals the payments of fees to whom are subject to CWT. Arbitrators do not fall under the catch-all clause introduced under *Revenue Regulations No. 3-03* (amending paragraph 1 Section 2.57.2.(A)), i.e., "those individually engaged in the practice of ... all other profession requiring government licensure examinations and/or regulated by the Professional Regulations Commission, Supreme Court," etc. Nevertheless, parties to PDRCI arbitrations have sought in the past to subject to CWT payments intended for PDRCI arbitrators. In light of specific procedures for the release of Arbitrator's Fees, the withholding of taxes by parties may make it difficult for the arbitrators to claim tax credits. These Guidelines addresses this ensuring that the withholding of taxes are made in accordance with Philippine tax laws/rules. In the interest of harmonizing the withholding tax rates to be applied to arbitrator's fees, PDRCI shall adopt and apply the 15% rate applicable to payments made to professionals under *Revenue Regulations No. 2-98*.

<sup>6</sup> In case of an arbitrator who is a non-resident alien not engaged in trade or business in the Philippines (i.e. is an alien who comes to the Philippine and stays for an aggregate period of 180 days or less during any calendar year) and renders services in the Philippines, the payments of Arbitrator's Fees shall be subject to the 25% final withholding tax.

4. The arbitrator's fees shall be exclusive of VAT. The parties shall be assessed the amount of VAT due on the Arbitrator's Fees, which shall be paid as part of the advance on cost to PDRCI. Prior to acceptance of their nomination, arbitrators shall advise PDRCI in writing whether or not they are subject to VAT. The parties and the arbitrators acknowledge that the release of the Arbitrator's Fees to the arbitrators is the income-generating event for purposes of withholding taxes, if any. The date of receipt by the arbitrators of the Arbitrator's Fees shall be considered to be the date of payment of Arbitrator's fees from which the payment of VAT, if applicable, shall be reckoned. PDRCI shall authorize the release of Arbitrator's Fees to the Arbitral Tribunal in accordance with the *Schedule of Fees* and, upon such release, the arbitrators shall issue an official receipt to the paying party. The parties agree that they shall not withhold any tax or claim input VAT on the Arbitrator's Fees unless and until such fees are actually paid to the arbitrators by PDRCI on the parties' behalf in accordance with its *Guidelines on Arbitrator's Compensation*.
5. PDRCI may assign to an Arbitration Monitoring Committee ("Committee") the performance of any of its functions under these *Guidelines on Fees*. The Committee shall be composed of at least three (3) members: (a) the Treasurer, who shall act as Chairman; (b) Secretary-General; and (c) appointee/s of the President. The Counsel-In-Charge of the file may be invited by the Committee to sit in its deliberations as an *ex-officio* member. The Committee cannot amend the Schedule of Fees.
6. Except as the parties or the Arbitral Tribunal may agree otherwise, or PDRCI decides in exceptional circumstances at the request of the Arbitral Tribunal, the Chair of the Arbitral Tribunal shall be entitled to forty percent (40%) and each arbitrator, thirty percent (30%), of the Arbitrator's Fees.
7. Except as PDRCI may direct otherwise, taking into account all relevant circumstances, PDRCI shall release Arbitrator's Fees in accordance with its *Guidelines on Arbitrator's Compensation*.
8. The PDRCI Development Fund shall be treated in the same manner as Administrative Fees under Article 3 below.

### **Article 3. Administrative Fees**

1. The amount of Administrative Fees shall be determined by PDRCI in accordance with the *Rules* and these *Guidelines on Fees*.
2. Each *Notice of Arbitration* shall be accepted for filing by the PDRCI Secretariat upon payment of a non-refundable filing fee of Fifty Thousand Pesos (P50,000.00) ("Filing Fee"), to be credited to the claimant's Provisional Advance.

3. PDRCI may increase and/or charge a separate, reasonable, Administrative Fee for performing the following or similar functions:
  - (a) providing a Counsel-In-Charge of the file;
  - (b) resolving or dealing with a *Request for Joinder* of parties or consolidation of arbitrations;
  - (c) dealing with an application for *Interim Measures* or Emergency Relief;
  - (d) acting as an appointing authority under the *Rules* or any other rules pursuant to an agreement of the parties;
  - (e) making a default appointment of an arbitrator or chair of an Arbitral Tribunal;
  - (f) acting on a challenge to the appointment of an arbitrator;
  - (g) making a decision on a request to replace an arbitrator who has become *de facto* or *de jure* incapable of acting or continuing as such arbitrator;
  - (h) arranging a site inspection, or a hearing other than at PDRCI's hearing rooms;
  - (i) engagement of an expert witness for the Arbitral Tribunal;
  - (j) issuance of *subpoena*, taking of the deposition of a witness, conducting proceedings in a different venue, or acting on applications for Interim Measures; and
  - (k) performing other similar functions.
  
4. The Secretary-General may recommend to PDRCI the appointment of a Counsel-In Charge of the file, taking into account the amount in dispute, the complexity of the arbitration, the presence of one or more foreign arbitrators, the foreign venue of the arbitration proceedings, and other relevant circumstances. Such counsel shall monitor the arbitration and report to PDRCI when circumstances or situations develop that may call for the exercise of the supervisory authority of PDRCI. Such counsel shall be entitled to an allowance of not less than one thousand pesos (P1,000.00) nor more than three thousand pesos (P3,000.00) per hour actually devoted to the arbitration, or such other fees as PDRCI may subsequently determine. The compensation to the Counsel-In- Charge of the file shall be charged to the Administrative Fees to be paid by the parties.

5. Administrative Fees paid to PDRCI shall not be subject to withholding taxes, PDRCI being a non-stock, non-profit organization exempt from income tax under Philippine tax laws and regulations. If the parties request in writing that withholding taxes be applied on such fees, the amount to be paid shall be grossed-up to cover all taxes due, including VAT, which shall be shouldered by the paying party/ies. PDRCI shall issue an official receipt for its Administrative Fees.

#### **Article 4. Advances on Cost**

1. The Advances on Cost shall be fixed by PDRCI in accordance with the *Rules* and these *Guideline on Fees*.
  - (a) Provisional Advances - Separate Provisional Advances on Cost shall be assessed by PDRCI on the claimant upon receipt of the *Notice of Arbitration* and on the respondent upon receipt of the *Response to the Notice of Arbitration*.
  - (b) Final Advances on cost ("Final Advances") - The Final Advance on Cost shall be assessed by PDRCI on the claimant upon receipt of the *Statement of Claims* and on the respondent upon receipt of the *Statement of Defense* and counterclaim.
  - (c) Supplementary advances on cost ("Supplementary Advances") - Pursuant to Article 4(3) of these *Guidelines on Fees*, further advances on cost may be assessed on the parties.
2. The Advances on Cost shall consist of the Arbitrator's Fees, Administrative Fees, and any other arbitration-related expenses that may be incurred in the course of arbitration. In setting the advances on cost, PDRCI shall take into account the amount of a party's monetary claims and/or the value of any non-monetary claims. The following rules shall further apply:
  - (a) a party who prays for specific performance shall specify the monetary value of the performance or the amount of damages that may be awarded when performance is no longer possible;
  - (b) a party who prays for rescission or annulment of contract, where the applicable law allows the award of a sum of money as indemnity or alternative relief, shall quantify its claim and state its equivalent monetary value;
  - (c) a party who makes a claim as indemnity or alternative relief shall provide a provisional estimate of the amount or value of its claim;

- (d) any additional or supplemental claim may be specified in an amended or supplemental statement to be submitted prior to the closure of hearing;
  - (e) in cases where a party fails or refuses to specify the monetary value of its claim, PDRCI shall make a provisional estimate of the amount of a party's claim for purposes of fixing the Advances on Cost; and
  - (f) the Advances on Cost may be based on the party's statement of the monetary value of the claim or on the provisional estimate made by PDRCI.
3. The Advances on Cost may be adjusted and readjusted any time during the arbitral proceedings. PDRCI may require payment of Supplementary Advances on account of, but not limited to:
- (a) increase or decrease in the amount in dispute or the claims and counterclaims of the parties;
  - (b) one or more foreign arbitrators are appointed at the request of a party or of the parties or when the *Arbitration Agreement/s* so provide;
  - (c) the agreed place of arbitration is in another country or is outside Metro Manila;
  - (d) increase in cost is caused by the evolving difficulty or complexity of the arbitration, such as, but not limited to:
    - (i) increase in the number of parties allowed by the Arbitral Tribunal or PDRCI;
    - (ii) submission of applications to stay or dismiss the arbitration or to enjoin a party or the Arbitral Tribunal or a member of the Arbitral Tribunal from participating in the arbitration;
    - (iii) submission of an *Application for Interim Measure or Emergency Relief*; or
    - (iv) bifurcation of the proceeding to dispose first of any preliminary issues, including a challenge to the jurisdiction of the arbitral tribunal, before a hearing and determination of all the other claims and counterclaims of the parties; or
  - (e) any other circumstance when PDRCI may consider it appropriate to assess further administrative fees or other cost to the parties.

4. In requiring Supplemental Advances, PDRCI shall take into account any corresponding additional arbitration-related expenses.
5. If the required Provisional Advances are not paid in full within thirty (30) days after receipt of the invoice for payment:
  - (a) PDRCI shall not act on the *Notice of Arbitration* or the *Response to the Notice of Arbitration*, including any proposals for the appointment of arbitrators;
  - (b) In case of failure to pay by the claimant, PDRCI shall not require the respondent to submit a response to the *Notice of Arbitration*, and, upon determination of the PDRCI, the claim shall be deemed withdrawn or the arbitration shall be suspended; and
  - (c) In case of failure to pay by the respondent, PDRCI shall invite the claimant to pay the respondent's share of the advance on cost. Pending payment by claimant, the Arbitral Tribunal shall not act on any counterclaim, or any other claim or affirmative relief sought by respondent.
6. If the required Final and Supplementary Advances are not paid in full within thirty (30) days after receipt of the invoice for payment, PDRCI or the Arbitral Tribunal may do any of the following:
  - (a) extend the period for payment to a period of not more than thirty (30) days unless PDRCI determines otherwise;
  - (b) continue the proceedings but suspend the hearing on the claim of the defaulting party;
  - (c) suspend the proceedings for a period of not more than thirty (30) days, unless PDRCI determines otherwise, or until payment of the deposit in full, whichever is earlier;
  - (d) receive evidence of the special defenses of the defaulting party;
  - (e) receive the evidence of the defaulting party but omit from the award the Arbitral Tribunal's findings of fact and of law on its claim;
  - (f) determine whether the defaulting party may examine the witnesses of the adverse party and the scope of such examination;
  - (g) dismiss the claim, counterclaim, or any other claim, without prejudice to reinstatement or refiling;

- (h) consider the claim withdrawn; and/or
  - (i) take any other appropriate action.
7. In all cases of non-payment of advances on cost, any party shall be free to pay any other party's share of any advance on cost should such other party fail to pay its share.
  8. Any amount paid by a party as advances on cost, which exceeds the cost of the arbitration actually set by PDRCI, shall be reimbursed to the party. The amount to be reimbursed to the party shall be determined by PDRCI with the assistance of the Arbitral Tribunal, if necessary.
  9. If the arbitral proceedings terminate before the Arbitral Tribunal shall have rendered a final award, or the parties shall have settled their dispute and withdrawn the case from arbitration, PDRCI shall in its discretion set the cost of arbitration in accordance with its Guidelines on Arbitrator's Compensation, taking into account the stage of the arbitral proceedings, whether pre-hearing proceedings have taken place and have been completed, or whether hearing on the merits were completed and the Arbitral Tribunal were ready to release its final award and any other relevant circumstances.

## SCHEDULE A

### SCHEDULE OF FEES<sup>7</sup>

#### Article 1. Table of Arbitrator's Fees *(Effective 1 November 2012)*

The arbitrator's fees shall consist of a Base Amount ("BA") plus adjustments to reflect, among others, complexity of the case, number of disputants and number of arbitrators. The arbitrator's fees will be separately assessed for the claimant and the respondent on the basis of their respective claim or counterclaim in accordance with the Rules.

#### 1. Base Amount (BA)

a. Up to 1M	-	P 100,000.00	
b. over 1M to 5M	-	105,000.00	+ 4.0% of excess of amount
c. over 5M to 10M	-	265,000.00	+ 3.0% of excess of amount
d. over 10M to 20M	-	420,000.00	+ 2.0% of excess of amount
e. over 20M to 50M	-	625,000.00	+ 1.5% of excess of amount
f. over 50M to 100M	-	1,080,000.00	+ 1.0% of excess of amount
g. over 100M to 500M	-	1,585,000.00	+ 0.5% of excess of amount
h. over 500M	-	3,590,000.00	+ 0.2% of excess of amount

#### 2. Adjustments

The BA computed in Item No. 1 shall be adjusted to take into account the following:

#### Adjustment Factor

2.1	<b>Complexity (AF<sup>1</sup>)</b>	
	Simple	1.0
	Complex	2.0
2.2	<b>No. of Disputants (AF<sup>2</sup>)</b>	
	2	1.0
	3	2.0
	4 and over	3.0
2.3	<b>No. of Arbitrators (AF<sup>3</sup>)</b>	
	1	1.0
	3	2.0

<sup>7</sup> As of 1 November 2012. For the current Schedule of Fees, please consult PDRCI.

2.4 Overall Adjustment Factor (**OAF**)

$$\text{OAF} = (\text{AF}^1 + \text{AF}^2 + \text{AF}^3) - 3.0$$

3. Total Honoraria = BA x (OAF + 1.0)

**Article 2. Table of Administrative Fees** *(Effective 1 November 2012)*

The Administrative Fees shall be separately computed for the claimant and the respondent on the basis of their respective claim or counterclaim in accordance with the *Rules* and shall be collected from the parties in the form of Advances on Cost pursuant to Article 4 of the *Guidelines on Fees*.

In all cases, the claimant is required to pay upon filing of its *Notice of Arbitration* a Filing Fee of P50,000.00.

The Administrative Fees shall be based on the following schedule:

Claim or Counter-Claim up to P1,000,000 (1M)	- <b>P50,000.00</b>
Over 1M to 5M	- <b>P55,000.00</b> + 1.68% of amount in excess of 1M
Over 5M to 10M	- <b>P127,200.00</b> + 0.91% of amount in excess of 5M
Over 10M to 50M	- <b>P177,700.00</b> + 0.17% of amount in excess of 10M
Over 50M to 100M	- <b>P250,700.00</b> + 0.17% of amount in excess of 50M
Over 100M to 200M	- <b>P340,700.00</b> + 0.16% of amount in excess of 100M
Over 200M to 300M	- <b>P505,700.00</b> + 0.16% of amount in excess of 200M
Over 300M to 400M	- <b>P670,700.00</b> + 0.16% of amount in excess of 300M
Over 400M to 500M	- <b>P835,700.00</b> + 0.16% of amount in excess of 400M
Over 500M to 600M	- <b>P1,005,700.00</b> + 0.16% of amount in excess of 500M
Over 600M to 700M	- <b>P1,170,700.00</b> + 0.16% of amount in excess of 600M

- Over 700M to 800M - **P1,335,700.00** + 0.16% of amount in excess of 700M
- Over 800M to 900M - **P1,500,700.00** + 0.16% of amount in excess of 800M
- Over 900M to 1B - **P1,665,700.00** + 0.16% of amount in excess of 900M
- Over 1B to 2B - **P1,830,700.00** + 0.16% of amount in excess of 1B, in no case to exceed P2.5 Million.
- Over 2B - **P3,435,700.00**+ 0.16% of amount in excess of 2B, but in no case to exceed P5 Million.

### **Article 3. Fees in connection with Emergency Relief proceedings**

The Emergency Arbitrator's Fees and the Administrative Fees and related expenses in case of Emergency Relief proceedings shall be set by PDRCI, taking into account the nature of the case, the nature and amount of work performed or to be performed by the emergency arbitrator, PDRCI, the President and the Secretariat of PDRCI, among other considerations.

## SCHEDULE B

### PARTY INFORMATION

This form must be completed and signed by parties as soon as possible after the commencement of the arbitral proceedings.

Pursuant to the PDRCI Arbitration Rules ("Rules"), PDRCI acts as my/our agent for the limited purpose of withholding and remitting on my/our behalf the proper withholding taxes due on the arbitration cost, if any, to the Bureau of Internal Revenue ("BIR"). For this purpose, I am providing PDRCI with the following relevant information:

1. Withholding Agent's Name: \_\_\_\_\_  
*[Party's complete name for individuals / registered name for non-individuals]*
  
2. Registered Address/  
ZIP Code: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Tax Identification Number: \_\_\_\_\_
  
4. RDO Code: \_\_\_\_\_

\_\_\_\_\_  
Name of Party

\_\_\_\_\_  
Name of Representative of Party

\_\_\_\_\_  
Position of Representative of Party

## SCHEDULE C

### ARBITRATOR ACCEPTANCE, OATH OF OFFICE AND STATEMENT OF INDEPENDENCE AND IMPARTIALITY

I, \_\_\_\_\_, Filipino, of legal age and with office address at \_\_\_\_\_, having been appointed as Arbitrator in the case of \_\_\_\_\_, **PDRCI Case No.** \_\_\_\_\_, do hereby:

1. **ACCEPT** the appointment;
2. Agree to comply with the applicable law, including the relevant tax laws and regulations, the *PDRCI Arbitration Rules ("Rules")* and the *PDRCI Code of Ethics for Arbitration* (i.e., the Rules of Ethics for International Arbitrators adopted by the International Bar Association [*"IBA Rules"*]), and the *IBA Guidelines on Conflicts of Interest in International Arbitration* [*"IBA Guidelines"*]);
3. Agree to devote as much time and attention to the arbitration as the circumstances may require in order to achieve the objective of a speedy, effective and fair resolution of the dispute;
4. State that:
  - (a) I am in full enjoyment of my civil rights;
  - (b) I am not related by blood or by marriage within the sixth civil degree to either party to the controversy;
  - (c) I do not have any financial, fiduciary or other interest in the controversy or cause to be decided or in the result of the proceeding, or have any personal bias which might prejudice the right of any party to a fair and impartial award; and
  - (d) I am not aware of the existence of any circumstance that will cause my disqualification as provided in the parties' arbitration agreement; and
  - (e) I undertake to faithfully and fairly hear and examine the matters in controversy and to make a just award according to the best of my ability.

5. I likewise confirm that I have reviewed the *IBA Rules and the IBA Guidelines* and hereby state that: (Please check as applicable)

\_\_\_ To the best of my knowledge, there are no facts or circumstances, past or present, that need to be disclosed because they might be of such a nature as to call into question my independence or impartiality in the eyes of the parties; or

\_\_\_ While I am independent and impartial and intend to remain so, I wish to call the parties' attention to certain facts or circumstances which I hereby disclose (see attached *Disclosure Statement*) because they might be of such a nature as to call into question my independence or impartiality in the eyes of any of the parties based on the standards provided under the *IBA Rules* and the *IBA Guidelines*.

I also undertake to make an immediate disclosure to the parties should I hereafter become aware of the existence of any facts or circumstances which might be of such a nature as to call into question my independence or impartiality based on the foregoing standards.

6. Further to the foregoing:
- i. I hereby inform the PDRCI that I am subject [ ] or not subject [ ] to value-added taxes ("VAT"). I undertake to inform PDRCI of any change in my status in respect hereof as soon as said change in status takes effect.
  - ii. I agree to issue an official receipt (VAT or non-VAT) in favor of the parties immediately upon my receipt of my Arbitrator's Fees.<sup>8</sup>
  - iii. I agree to pay directly to the Bureau of Internal Revenue ("BIR") the proper VAT due on my Arbitrator's fees within the period prescribed by law.
  - iv. I consent to PDRCI's authority to deduct from my Arbitrator's Fees
7. 15% withholding tax to be remitted by the PDRCI to the BIR.

I declare that I have read, understood and agree to the PDRCI Guidelines on Fees. My conformity with the *Rules* serve as a binding agreement between me and PDRCI, and this shall supersede any contrary agreement or understanding I have with any of the party/ies involved in this arbitration.

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<sup>8</sup> Not applicable if the arbitrator is a member of a law firm and the law firm will issue the official receipt.

\_\_\_\_\_  
 Name

 \_\_\_\_\_  
 Address

 \_\_\_\_\_  
 TIN

### ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me, this \_\_\_\_ day of \_\_\_\_\_.  
 Affiant exhibited to me his/her Personal Identifications, to wit:

Name	Competent Evidence of Identity			Community Tax Certificate	
		Type of ID	ID Number and Expiry Date (if applicable)	Number	Date/Place Issued
	1				
	2				

Doc. No.  
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**SCHEDULE D**  
**GUIDELINES ON FEES**  
**FOR EMERGENCY RELIEF PROCEEDINGS**

**Article 1. Emergency Arbitration Fee**

1. In connection with an *Application for Emergency Relief*, the applicant must pay an amount of PhP250,000, as provisional advance on cost for PDRCI administrative fees, the emergency arbitrator's fees and any other expenses relating to the Emergency Relief proceedings ("Emergency Arbitration Fee"). PDRCI shall not act on the *Application* unless the Deposit has been paid.
2. The President of PDRCI may, at any time during the Emergency Arbitration proceedings, increase the provisional advance on cost for Emergency Arbitration Fees taking into account, among others, the nature of the case and the nature and amount of work performed or to be performed by the emergency arbitrator, PDRCI, the President and the Secretariat of PDRCI. If the party which submitted the *Application* fails to pay any part of the provisional advance within the time limit fixed by the President or the Secretariat of PDRCI, the *Application* shall be considered as withdrawn.

**Article 2. Emergency Arbitration Cost**

3. The PDRCI shall set the cost of the Emergency Relief proceedings. The Emergency Arbitrator shall decide which of the parties shall bear the cost and in what proportion they shall be borne in its Order ("Emergency Decision"). The term "cost" in Emergency Relief proceedings shall include:
  - (a) The fees of the emergency arbitrator, PDRCI administrative fees and other expenses, as determined by PDRCI pursuant to Article 3 of Schedule "A";
  - (b) The travel and other expenses incurred by the emergency arbitrator;
  - (c) The cost of expert advice and of other assistance required by the emergency arbitrator;
  - (d) The travel and other expenses of witnesses to the extent such expenses are approved by the Arbitral Tribunal; and
  - (e) The cost of legal representation and assistance reasonably incurred by the successful party in connection with the Emergency Relief proceedings, provided such cost were claimed and proved during the Emergency Relief proceedings.

4. In the event that the Emergency Relief proceedings is terminated prior to the making of an Emergency Decision, PDRCI or its President shall determine the amount to be reimbursed to the applicant, if any. An amount of PhP50,000 for PDRCI Administrative Fees is non-refundable in all cases.

### **Article 3. Application of other rules**

1. The following provisions of Appendix 1 of these *Guidelines on Fees* shall apply to Emergency Relief Proceedings:
  - (a) Articles 2(1), 2(3), 2(8), 3(1), 3(4), 3(5), 4(4) and 4(8).
  - (b) Articles 2(2) and 2(4), except that Emergency Arbitrator Fees shall be released based on the determination of PDRCI.
  - (c) Articles 3(3) and 4(3) to the extent applicable.
2. Schedule B shall be accomplished and submitted to PDRCI by parties to an Emergency Relief proceedings.
3. Schedule C shall be accomplished and submitted to PDRCI by emergency arbitrators appointed under the Rules.
4. For purposes of the application of this Article, references in Appendix 1, Schedule B and Schedule C of these *Guidelines on Fees* to arbitrators and Arbitral Tribunal shall be deemed to be reference to emergency arbitrators and references to arbitration shall be deemed references to Emergency Relief proceedings.