



**Association of Consulting Engineers of Serbia - ACES**

**Construction Dispute Resolution Centre**

**CDRC RULES FOR ADMINISTERED EXPERT PROCEEDINGS**

*This copy is valid on December 2<sup>nd</sup>, 2023. Please check <https://www.aces.rs/> for further information.*



***Association of Consulting Engineers of Serbia – ACES***

***Construction Dispute Resolution Centre***

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## INTRODUCTORY NOTES

1. The following Rules for Administered Expert Proceedings (hereinafter the "**Rules**") are rendered by the Construction Dispute Resolution Centre (hereinafter the "**CDRC**"), which is a separate administrative body of the Association of Consulting Engineers of Serbia (hereinafter the "**ACES**").
2. The Rules provide for the appointment of a neutral third party, to act as expert(s), and to assist the parties in settling their disputes.
3. The Parties may agree to modify any provision of the Rules. Nevertheless, the CDRC may decide not to administer the expert proceedings under modified Rules if, in its discretionary opinion, such modification is not compliant with the nature, reasonably performable mechanisms and/or objectives of the Rules.
4. All Parties must rely exclusively on their own skill and judgment when making use of this document. Neither the CDRC nor any other contributor assumes any liability to anyone for any loss or damage caused by any error or omission, whether such error or omission is the result of negligence or any other cause. Any and all such liability is explicitly disclaimed.
5. The Rules are published in English and in Serbian language. The English version of the Rules is the original text.
6. The latest editions of the Rules are available online at
7. The CDRC is the only body authorised to administer Expert Proceedings under these Rules.

PART A

GENERAL PRINCIPLES

**Rule 1**  
**Application**

- 1.1. The following Rules may be incorporated into any Contract by reference to the "CDRC Administered Expert Proceedings Rules", which expression shall mean, in relation to any Expert Proceedings, the most recent edition hereof at the date of the Request.

**Rule 2**  
**Definitions and Interpretations**

- 2.1. In these Rules:
- 2.1.1. **Expert Proceedings** has the meaning assigned to it in the Introductory Notes to these Rules;
- 2.1.2. **CDRC's Expert List** means an expert list prepared and periodically updated by ACES, containing a list of experts available for appointment under these Rules;
- 2.1.3. **Contract** means any construction-related contract (including, but not limited to, works, services, and procurement contracts);
- 2.1.4. **Day** means calendar day;
- 2.1.5. **Dispute** means dispute(s) or disagreements(s) that arose between the Parties, in connection to the Contract, and which are referred to the Expert(s) for assistance in settling disputes in accordance with these Rules;
- 2.1.6. **Expert** has the meaning assigned to it in the Introductory Notes to these Rules and means an individual fulfilling the conditions set out in these Rules, who is appointed in accordance with Part C [*Expert*] of these Rules;
- 2.1.7. **Expert Proceedings Agreement** means the Agreement for Administration of the Expert Proceedings, as specified in Rule 7 [*Expert Proceedings Agreement*] and attached as Schedule no. 3 [*Agreement for Administration of the Expert Proceedings*] to these Rules;
- 2.1.8. **Expert Proceedings Commencement Date** means the day of signing of the Expert Proceedings Agreement, as specified in Rule 7.4 [*Expert Proceedings Agreement*];
- 2.1.9. **Expert Proceedings** means CDRC Administered Expert Proceedings conducted in accordance with these Rules;

- 2.1.10. **Expert Proceedings Outline** means a written document containing all information relevant for the unimpeded performance of the Expert Proceedings, prepared by the Expert in accordance with Rule 17 [*Expert Proceedings Outline*];
- 2.1.11. **Expert Proceedings Termination Date** means the date on which the Expert's Report is submitted under Rule 24.3 [*Expert's Report Delivery*];
- 2.1.12. **Expert's Report** means a written document containing Expert's findings and conclusions issued in accordance with Part E [*Expert's Report*] of these Rules;
- 2.1.13. **Nominated Expert** means the Expert proposed by the Referring Party for CDRC's approval in accordance with Rule 10 [*Expert Nomination*];
- 2.1.14. **Party** means any party participating in the Expert Proceedings;
- 2.1.15. **Referring Party** means a Party or the Parties (as the case might be) which refers the Dispute to the CDRC for Expert Proceedings pursuant to Rule 4.1 [*Recourse to the Centre*];
- 2.1.16. **Request** means the request for administration of the Expert Proceedings submitted by the Referring Party to the CDRC in accordance with Rule 4 [*Recourse to the Centre*]; and
- 2.1.17. **Request Receipt Confirmation** means CDR's confirmation of the receipt of the Request, issued pursuant to Rule 5 [*Request Receipt Confirmation*].
- 2.2. Unless the context otherwise requires, in these Rules:
  - 2.2.1. headings of the Rules, parts, sections, clauses, model clauses and schedules are for convenience only and do not affect the interpretation of these Rules;
  - 2.2.2. the schedules form an integral part of these Rules; and
  - 2.2.3. the use of any gender includes the other genders, and the use of a plural includes the use of a singular and *vice versa*.

### **Rule 3 Conflicts**

- 3.1. If a conflict arises between these Rules and the Contract, these Rules shall prevail, unless the Parties explicitly agree otherwise.

**PART B**

**REFERRAL TO ADMINISTERED EXPERT PROCEEDINGS**

**Rule 4  
Recourse to the Centre**

- 4.1.** Any Request for administration of Expert Proceedings shall be submitted directly to the CDRC.
- 4.2.** The Request shall include:
1. name(s) in full, address(es) and other contact details of the Referring Party or the Referring Parties, as the case might be;
  2. name(s) in full, address(es) and other contact details of other Party to the Contract;
  3. description of the Dispute including, if possible, an assessment of its value;
  4. detailed description of the work to be carried out by the Expert or by the Experts, as the case might be;
  5. the desired time frame for completion of the Expert Proceedings pursuant to these Rules; and
  6. any agreement as to the language(s) of the Expert Proceedings or, in the absence thereof, any proposal as to such language(s).

Where applicable, the Request shall also include:

1. authorisation to notify the other Party to the Contract as per Rule 6 [*Notification of the Other Party*] below;
2. name(s) in full, address(es) and other contact details of the Expert(s) nominated for the CDRC's confirmation pursuant to Rule 10 [*Expert Nomination*] below or request for CDRC to appoint an Expert from the CDRC's Expert List ;
3. detailed description of the professional qualifications (including, but not limited to education, qualifications, field of expertise, language skills and professional experience) desired for the Expert who is to be appointed by CDRC's pursuant to Rule 11 [*Expert Appointment*];
4. any agreement as to the location of any physical meetings between the Expert and the Party or, in the absence thereof, any proposal as to such location;



5. proposal to conduct all meetings between the Expert and the Party online;
6. any written agreement between the Parties as to the binding character of the Expert's Report; and/or
7. a copy of any adjudication provision in the Contract which refers to Expert Proceedings.

**4.3.** The Request may be filled in any language. If the Request is filled in any language other than Serbian or English, the Request shall be accompanied by an appropriate translation into Serbian or English.

**4.4.** The Request may be submitted to the CDRC via e-mail. Exceptionally, in certain cases and under the condition that the Request was not signed electronically, CDRC will have a discretionary right to request the Referring Party to provide it with the hard copy of the Request.

**4.5.** Before sending the Request, the Referring Party shall pay the non-refundable filing fee specified in Schedule no. 1 [CDRC's Fees and Expenses] to these Rules. The Referring Party shall provide the CDRC with proof of payment of the filing fee together with the Request.

**Rule 5**  
**Request Receipt Confirmation**

**5.1.** CDRC shall acknowledge the receipt of the Request to the Referring Party, by confirming that it satisfies the requirements set under Rule 4 [*Recourse to the Centre*] above, and by confirming that non-refundable fee is received, within 5 Days as of the receipt of the Request.

The Request shall be deemed received by the CDRC pursuant to Rule 35 [*Communications*] below.

**5.2.** CDRC may request from the Referring Party to resubmit the Request, if any of the information under Rule 4 [*Recourse to the Centre*] above is missing.

The Request shall not be deemed received if it does not contain all compulsory information pursuant to the first paragraph of Rule 4.2 [*Recourse to the Centre*] above.

**Rule 6**  
**Notification of the Other Party**

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**6.1.** The Referring Party that intends to invite other Party to the Contract to take part in the Expert Proceedings, shall explicitly authorise the CDRC to forward the Request to other Party within the Request.

In case referred to in previous paragraph, CDRC shall forward the Request to other Party within 5 Days as of the date of receipt of the Request.

The other Party may provide their comments to the Request within 10 Days as of the date of receipt of the Request.

**6.2.** The non-participation of any Party in the Expert Proceedings does not deprive the Expert of the power to make findings and render the Expert's Report in accordance with these Rules.

**Rule 7**  
**Expert Proceedings Agreement**

**7.1.** The administration of the Expert Proceedings is conducted in accordance with the Expert Proceedings Agreement.

The Expert Proceedings Agreement shall be signed between the Party (or Parties respectively) and the Expert within 7 Days as of the date of the confirmation of the Nominated Expert under Rule 10 [*Expert Nomination*] or the appointment of the Expert under Rule 11 [*Expert Appointment*].

The signing of the Expert Proceedings Agreement is preconditioned by obtaining the written statement of availability, impartiality and independence from the Expert(s), as stated in the Rule 12 [*Statement of Availability, Impartiality and Independence*] below.

**7.2.** Unless the Parties and the Expert explicitly agree otherwise, the Expert Proceedings Agreement shall be signed in the form attached as Schedule no. 3 [*Agreement for Administration of the Expert Proceedings*] to these Rules.

**7.3.** Calculation method of Expert's fees and expenses shall be explicitly stated in the Expert Proceedings Agreement, as stated in Rule 32 [*Expert's Costs*].

**7.4.** Expert Proceedings Commencement Date shall be the day of signing of the Expert Proceedings Agreement.

**Rule 8**  
**Disclosure of Documents and/or**  
**Information**

**8.1.** By agreeing to the application of the Rules, the Referring Party and all other Parties participating in the Expert Proceedings, shall provide the Expert with all necessary means to conduct the Expert Proceedings and, in particular, make available all documents the Expert may consider necessary and also grant the Expert free access to any place where the Expert may be required to go for the proper completion of the Expert Proceedings.

If more than one Party is participating in the Expert Proceedings, the Expert shall give each Party the opportunity to comment on any information or documents provided by any other Party.

**8.2.** All information and/or documents under the previous Rule 8.1 shall be sent to the CDRC which will forward it to the Expert pursuant to Rule 16 [*File Transmission*].

**8.3.** The Party and the Expert may choose to submit all further documents via e-mail or other proper electronic means, which shall be stated in the Expert Proceedings Agreement.

**PART C**

**EXPERT**

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**Rule 9**  
**Expert**

**9.1.** The Expert proposed under these Rules may be a natural or a legal person, a single person or a group of experts.

**Rule 10**  
**Expert Nomination**

**10.1.** The Referring Party shall nominate an Expert for confirmation by the CDRC within the Request.

The Referring Party shall deliver the Nominated Expert's CV, in the form attached as Schedule no. 4 [*Nominated Expert's CV*] to these Rules, to the CDRC together with the Request.

CDRC may request any additional information on the qualifications of the Nominated Expert.

**10.2.** CDRC shall examine the qualifications of the Nominated Expert within 6 Days as of day of sending the Request Receipt Confirmation.

**10.3.** CDRC may at its own discretion refuse the appointment of the Nominated Expert.

The confirmation of the Expert(s) by the CDRC is limited to the verification of fulfilment by the Nominated Experts(s) of the formal requirements envisaged under these Rules.

In case that the appointment of the Nominated Expert is not confirmed by the CDRC, the CDRC shall notify the Referring Party and other Parties (if any), and immediately proceed with the appointment of the Expert in accordance with Rule 11 [*Expert Appointment*] below.

**Rule 11**  
**Expert Appointment**

**11.1.** In the absence of the nomination of an Expert by the Referring Party, or in case that the Nominated Expert is not confirmed by the CDRC (for whatever reason) or in case that the Nominated Expert is unable or unwilling to act in the Expert Proceeding, the CDRC shall appoint an Expert from the CDRC's Expert List within 14 Days as of the day of sending the Request Receipt Confirmation.

**11.2.** The CDRC shall make all reasonable efforts to appoint an Expert having the attributes, i.e., qualifications, if any, that have been stated in the Request.

If, despite such efforts, the CDRC is not able to identify an Expert having all the attributes, i.e., qualifications stated in the Request, the CDRC may consult with the Referring Party and other Parties (if any) whether they wish the CDRC to appoint more than one Expert (who between them have the requested attributes), or whether the attributes requested by the Referring Party may be modified.

Upon agreement with the Referring Party, and other Parties (if any), the CDRC may appoint more than one Expert, in accordance with the provisions of the Rules.

**11.3.** In case the attributes, i.e., qualities of Expert are not stated in the Request, the CDRC shall consider the characteristics of the potential Expert by giving due care to the circumstances of the case, including but not limited to nationality, residence, language skills, training, qualifications and experience, availability and ability to perform the work which should be performed.

**Rule 12**  
**Statement of Availability,**  
**Impartiality and Independence**

**12.1.** Prior to the Expert confirmation under Rule 10.3 [*Expert Nomination*] or appointment under Rule 11 [*Expert Appointment*] above, the Expert shall confirm in writing that it:

1. has no interest (financial or otherwise) with the Parties, nor any financial interest in connection with the Contract, except for payment under these Rules;
2. has not been employed as a consultant or otherwise by the Parties in the period of 5 (five) years preceding the Expert Appointment;

Exceptionally, the engagement of the Expert who has been employed by either Party during the period of 5 (five) years preceding the Expert Appointment, is conditioned by the disclosure of such circumstances in writing to the Parties, and acceptance by both Parties of its engagement prior to entering into the Expert Proceedings Agreement.

3. will not give advice to the Parties concerning the execution of the Contract, other than in accordance with these Rules;
4. has become familiar with the Contract and with the progress of the works, by reviewing all documents disclosed by the Parties;
5. provide estimation of number of working hours needed and value of working hour, with estimated cap fee for the Expert Opinion and
6. will treat the details of the Expert Proceedings as private and confidential and will not publish or disclose them without the prior written consent of the Party and the CDRC.

**12.2.** The Expert shall immediately disclose to the Parties and CDRC any fact or circumstance, which appeared during the Expert Proceedings, that might be of such nature so as to call into question its statements from this Rule 12.1.

**12.3.** Unless the Parties explicitly agree otherwise, the Expert cannot act as arbitrator, judge, or as representative or advisor of the Parties in any subsequent proceedings relating to the same Dispute.

**Rule 13**  
**Party's Denunciation**

**13.1.** The Referring Party, and any other Party participating in the proceeding may at any time, before and after the Expert's appointment and until the end of the Expert Proceedings, and immediately after becoming aware of any of the following circumstances, file a written objection with the CDRC asserting that the Expert:

1. does not have the necessary attributes;
2. is not impartial and independent in accordance with Rule 12 [*Statement of Availability, Impartiality and Independence*] above;
3. is not fulfilling its duties under these Rules in a timely manner;

and ask for its replacement in accordance with the Rule 15 [*Expert's Replacement*] below.

**13.2.** The written objection from the Rule 13.1 shall:

1. state that it is being filed under this Rule 13,
2. state the exact reason(s) for the objection provided for under the points (1) to (3) in the Rule 13.1 above;
3. substantiate the objection by stating all relevant facts and events; and
4. include all relevant evidence, supporting the Party's allegations.

Apart from the CDRC, the written objection shall be simultaneously delivered to the Expert and to the other Party.

**13.3.** The CDRC shall, at its own discretion (and with no particular explanation being provided), decide upon such objection, within 7 Days as of its receipt.

If and where necessary, CDRC may at its own discretion request the Expert to provide its written response to the Party's objection.

**13.4.** In case that the Party's objection is adopted, the CDRC shall immediately notify the Party and the Expert and commence with the replacement of the Expert in accordance with Rule 15 [*Expert's Replacement*] and Rule 11 [*Expert Appointment*].

**Rule 14**  
**Expert's Role**

- 14.1.** The Expert shall act impartially and independently from the Parties.
- 14.2.** The Expert may, at its own discretion, take the initiative in ascertaining the facts and the law (if and where applicable) relevant for the Dispute.
- 14.3.** The Expert is expected to rely exclusively on its own expert knowledge and experience, unless otherwise agreed between the Expert and the Parties and within the Expert Proceedings Agreement.
- 14.4.** The Expert and the Parties shall make every effort to conduct the Expert Proceedings in an expeditious and cost-effective manner, with due regard to the complexity and value of the findings to be made in the Expert's Report.

**Rule 15**  
**Expert's Replacement**

- 15.1.** Expert may resign at any time on giving notice in writing to the CDRC and to the Parties.
- 15.2.** If the Expert resigns, or if it is for any reason impeded, unable or unwilling to act in the Expert Proceedings, the CDRC shall appoint a new Expert within 7 Days as of its resignation, in accordance with the procedure stated in the Rule 11 [*Expert Appointment*].
- 15.3.** For avoidance of any doubt, all actions taken by the Expert prior to the replacement shall remain valid.
- 15.4.** Exceptionally, in case of the Expert's resignation, either Party may propose to the CDRC to repeat the Expert Proceedings.

After taking into account all relevant circumstances, the CDRC shall decide upon such proposal within 7 Days as of its receipt.

**Rule 16**  
**File Transmission**

- 16.1.** The Referring Party and all other Parties participating in the Expert Proceedings shall deliver all files related to the Dispute to the CDRC within 3 Days as of the Expert Proceedings Commencement Date.

The CDRC shall send the entire file to the Expert within 3 Days as of the receipt of the files under the previous paragraph of this Article.

**Rule 17**  
**Expert Proceedings Outline**

- 17.1.** Within 10 Days as of the Expert Proceedings Commencement Date, the Expert shall hold consultations with the Parties.

- 17.2.** After having consulted the Parties, the Expert shall set out the task of the Expert in a written form, as the Expert Proceedings Outline.

The Expert Proceedings Outline shall be delivered to the Parties and to the CDRC within 14 Days as of the Expert Proceedings Commencement Date.

- 17.3.** The Expert Proceedings Outline shall be consistent with these Rules, the Expert Proceedings Agreement and any other agreement between the Expert and the Parties.

- 17.4.** The Expert Proceedings Outline shall include:

1. names in full, addresses and other contact details of the Expert, the Parties and/or any other person(s) representing the Parties in the Expert Proceedings;
2. addresses to which notifications and announcements arising in course of the Expert Proceedings may be made;
3. a list of the issues on which the Expert shall make findings in the Expert's Report;
4. the procedure to be followed by the Expert;
5. the timeline to be followed by the Expert;
6. the location of any physical meeting and/or online meeting details between the Expert and the Parties; and
7. the language(s) in which the Expert Proceedings shall be conducted.



**Rule 18**

**Modifications to the Expert Proceedings Outline**

- 18.1.** Modifications to the Expert Proceedings Outline may be made in writing by the Expert, only after prior consultation with Parties. Any such written modifications shall be delivered to the Parties and to the CDRC.

**Rule 19**

**Objection to the Expert Proceedings Outline**

- 19.1.** The Referring Party, and any other Party participating in the Expert Proceedings, may file a written objection to the Expert Proceedings Outline to the Expert (with a copy to the CDRC and, if applicable, to other Party) within 5 Days as of the receipt of the Expert Proceedings Outline.

- 19.2.** The Expert shall respond to the objection to the Expert Proceedings Outline within 4 Days as of its receipt.

The Expert may modify the Expert Proceedings Outline in accordance with the Party's objections, or refuse to do so, in which case it shall give reasons for such decision.

Within 4 Days of receiving the Expert's decision in which the modification of the Expert Proceedings Outline has been refused, the interested Party may refer the case to the CDRC.

The CDRC shall decide on any such disagreement between the Parties and the Expert, within 20 Days as of the receipt of the Expert Proceedings Outline.

- 19.3.** The objections to the Expert Proceedings Outline do not stop, nor prevent, the Expert Proceedings in any manner.

**Rule 20**

**Parallel Expert Proceedings**

- 20.1.** The Expert Proceedings shall be held without prejudice to any decision of an arbitral tribunal or a competent judicial authority as to the scope of the Expert Proceedings.

**Rule 21**

**Language**

- 21.1.** In the absence of an agreement by the Parties, the Expert Proceedings shall be held in the Contract language or the authoritative language of the Contract.

**PART E**

**EXPERT'S REPORT**

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**Rule 22  
Deadline**

**22.1.** The Expert's main task is to produce a written document containing its findings and conclusions, i.e., the Expert's Report, within the limits set in the Expert Proceedings Outline.

Unless otherwise indicated in the Expert Proceedings Agreement and the Expert Proceedings Outline, the Expert's Report shall be submitted to CDRC within 56 Days from the Expert Proceedings Commencement Date.

**22.2.** In case that the Expert Proceedings were conducted by more than one Expert, the Expert's Report shall contain their joint findings and conclusions concerning the Dispute.

For those facts and circumstances upon which the Experts do not reach joint findings and conclusions, each Expert shall have a right to attach its separate opinion as an appendix to the Expert's Report.

**Rule 23  
Scrutiny of the Expert's Report by  
CDRC**

**23.1.** The Expert's Report shall be submitted in draft form to the CDRC before signing, at least 10 Days prior to the expiration of the deadline for submission of the Expert's Report pursuant to Rule 22 [*Deadline*] above.

The CDRC may lay down modifications as to the form of the Expert's Report without affecting the Expert's liberty of decision.

No Expert's Report shall be signed by the Expert and delivered to the Parties prior to the scrutiny of the CDRC pursuant to this Rule.

**23.2.** CDRC may waive its right to scrutiny of the Expert's Report, at its own discretion. Such waiver shall be communicated in writing to the Parties.

**23.3.** CDRC shall confirm the Expert's Report within 10 Days as of its receipt under previous Rule 23.1.

**Rule 24**  
**Expert's Report Delivery**

**24.1.** No Expert's Report shall be delivered to the Parties directly by the Expert.

**24.2.** Following the confirmation of the formal aspects, as per Rule 23 [*Scrutiny of the Expert's Report by CDRC*] above, the Expert's Report shall be signed by the Expert, in as many copies as there are Parties to the Expert Proceedings plus one for the CDRC.

CDRC shall deliver the Expert's Report to the Parties, within 4 Days as of its signing by the Expert.

**24.3.** The date of sending according to this Rule, shall be considered to be the Expert Proceedings Termination Date.

**Rule 25**  
**Enforcement**

**25.1.** The Expert's Report shall not be binding on the Parties, unless all Parties expressly agree in writing that Expert's findings shall be contractually binding upon them.

Such an agreement shall be stated in the Expert Proceedings Agreement.

**Rule 26**  
**Reliance**

**26.1.** Unless otherwise agreed by all Parties, the Expert's Report shall be admissible in any judicial or arbitral proceedings in which all Parties thereto were Parties to the Expert Proceedings in which such Expert's Report was issued.

Any prohibition of the use of the Expert's Report in the judicial or arbitral proceedings shall be stated in the Expert Proceedings Agreement.

**Rule 27**  
**Correction of Errors**

**27.1.** The Expert may on its own initiative, or at the request of Party, correct the Expert's Report by removing any clerical, computational or typographical error caused by accident or omission provided that the initiative is taken, or the request is made within 14 Days of the notification of the Expert Report to the Parties.

The correction of any clerical, computational or typographical error cannot affect and/or alter any substantial reasoning provided in the Expert Report.

The Expert shall make its corrections within 7 Days of the request submitted by any Party.

PART F	COSTS
<b>Rule 28</b> <b>CDRC's Filing Fee</b>	<p data-bbox="627 465 1481 618"><b>28.1.</b> Prior to the commencement of the Expert Proceedings, the Referring Party shall pay the non-refundable fee in accordance with Schedule no. 1 [<i>CDRC's Fees and Expenses</i>] to these Rules.</p> <p data-bbox="627 640 1481 752">Proof of payment of the registration fee shall be delivered to the CDRC together with the Request, in accordance with Rule 4 [<i>Recourse to the Centre</i>] above.</p>
<b>Rule 29</b> <b>CDRC's Administrative Fees</b>	<p data-bbox="627 835 1481 947"><b>29.1.</b> CDRC is entitled to administrative fees as stated in Rule 2.1 [<i>Administrative Fees</i>] of Schedule no. 1 [<i>CDRC's Fees and Expenses</i>].</p>
<b>Rule 30</b> <b>CDRC's Deposit</b>	<p data-bbox="627 1030 1481 1182"><b>30.1.</b> Following the receipt of the Request, the CDRC may request the Referring Party to pay one or more deposits in an amount deemed to be able to cover the CDRC's administrative fees.</p> <p data-bbox="627 1205 1481 1357"><b>30.2.</b> The CDRC may stay any Expert Proceedings until payment of such deposit has been received by the CDRC, or the CDRC may set a time limit on the expiry of which the Expert Proceedings will be considered withdrawn.</p>
<b>Rule 31</b> <b>CDRC's Statement of Costs</b>	<p data-bbox="627 1440 1481 1626"><b>31.1.</b> At the end of the Expert Proceedings, the CDRC shall issue an invoice for its fees and expenses to the Referring Party (and if necessary to other Parties to the Expert Proceedings) pursuant to Schedule no. 1 [<i>CDRC's Fees and Expenses</i>] and the Expert Proceedings Agreement.</p>
<b>Rule 32</b> <b>Expert's Costs</b>	<p data-bbox="627 1709 1481 1821"><b>32.1.</b> The Parties have an obligation and responsibility to pay the fees and expenses of one or more Experts (as the case might be).</p> <p data-bbox="627 1843 1481 1991">The Expert's fees are determined in accordance with the time spent by the Expert in the Expert Proceedings (including preparation time) at the hourly rate approved by the Referring Party (and all other Parties participating in the</p>

Expert Proceedings), based on the Expert's statement provided under Rule 12.1. and stated in the Expert Proceedings Agreement.

If time needed would exceed number of hours estimated in the statement given under Rule 12.1, Expert is obliged to inform Referring Party or Parties in advance, as soon as practically possible.

- 32.2.** The Parties to the Expert Proceedings and the Expert may agree upon any other mechanism (different from the one stated in Rule 32.1 above) for calculation of the Expert's costs.

Such mechanism must be confirmed by the CDRC and needs to be explicitly stated in the Expert Proceedings Agreement.

- 32.3.** The Expert may demand from the Referring Party to pay a minimum deposit in order to cover the Expert's initial fees and expenses.

The Expert shall notify the CDRC in writing prior to demanding deposits according to the previous paragraph of this Rule.

- 32.4.** At any later time throughout the Expert Proceedings, the Expert may demand from the Referring Party and/or the other Parties to make an advance payment towards the fees and expenses of the Expert for the Expert Proceedings.

The Expert shall notify the CDRC in writing prior to demanding the advance payment according to the previous paragraph of this Rule.

**Rule 33**  
**Expert's Statement of Costs**

- 33.1.** At the end of the Expert Proceedings, the Expert shall issue an invoice for its fees and expenses to the Referring Party (and if necessary to other Parties to the Expert Proceedings) and deliver a copy to the CDRC.

- 33.2.** The invoice shall include the details of the expenses incurred throughout the Expert Proceedings, the time spent, the agreed rate, any applicable tax and all payments already received.

The invoice may contain different information if other mechanism for calculation of the Expert's costs was agreed in accordance with Rule 32.2 [*Expert's Costs*] above.

- 33.3.** Amounts paid to the Expert do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Expert's costs.

The Referring Party and other Parties to the Expert Proceedings have a duty to pay any such taxes or charges.

- 33.4.** Any extra payment will be reimbursed to the Referring Party (and if applicable other Parties to the Expert Proceedings) in proportion to their respective payments.

- 33.5.** Any disagreement regarding the Expert's Statement of Costs shall be submitted to the CDRC for its decision.

The decision of the CDRC concerning the Expert's Statement of Costs shall be final and binding.

**Rule 34**  
**Parties' Liability**

- 34.1.** The Referring Party shall bear all costs and expenses incurred in course of the Expert Proceedings, including CDRC's costs and Expert's costs.

- 34.2.** If there are more Parties to the Expert Proceedings, the division of the CDRC's costs and the Expert's costs shall be stated in the Expert Proceedings Agreement.

- 34.3.** If there are more Parties to the Expert Proceedings, they shall be jointly and severally liable for the CDRC's costs and Expert's costs.

**PART G**

**MISCELLANEOUS**

**Rule 35**  
**Communications**

- 35.1.** All communications between the CDRC, the Referring Party and all other Parties in the Expert Proceedings, and the Expert will be performed by email or other electronic means.

- 35.2.** If for any reason communication and supporting documentation are submitted to the CDRC personally or by a courier they shall be submitted in a sufficient number of copies so as to provide one copy for the CDRC, one copy for each Party and one copy for each Expert.

- 35.3.** All notifications or communication shall be made to the addresses stated in the Expert Proceedings Agreement.

- 35.4.** All notifications or communications shall be deemed received on the day on which the electronic version is sent to the receiving party.

Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day

**Rule 36**  
**Confidentiality**

- 36.1.** The Expert Proceedings are confidential. No observation, statement or proposition made during the Expert Proceedings or documents prepared for the purposes of and used in the Expert Proceedings can be disclosed outside the Expert Proceedings or used thereafter without the written consent of every person involved in the Expert Proceedings, unless otherwise stated in the Expert Proceedings Agreement or if otherwise required by law.

Any information or documents provided to the Expert by the CDRC or any Party in connection with the Expert Proceedings shall be used by the Expert only for the purposes of the Expert Proceedings and shall be treated by the Expert as confidential.

- 36.2.** The meetings, both in person and online, held during the Expert Proceedings are private. With a prior written consent of the Expert, the Parties may agree that persons other than the Parties themselves, their representatives or advisers may attend the meetings.

- 36.3.** Throughout and after the Expert Proceedings, the CDRC, its staff, or the Expert(s) shall not have any obligation to provide statements to any person or tribunal about any matter relating to the Expert Proceedings, nor shall any Party pursue to make any of these persons a witness, or otherwise give testimony or any evidence, in any legal or other proceeding arising out of or in connection with the Dispute/ or the Expert Proceedings.

**Rule 37**  
**Limitation of Liability**

- 37.1.** The Expert, the CDRC, its officers and employees, the President of the CDRC and agents of the Expert shall not be liable to any person for any act or omission in connection with the Expert Proceedings, except to the extent that such limitation of liability is prohibited by applicable law.



**SCHEDULE NO. 1:**

**CDRC's Fees and Expenses**

**Rule 1  
Filing Fee**

- 1.1. Each Request pursuant to these Rules must be accompanied by a filing fee in the amount of EUR 500.
- 1.2. The filing fee is non-refundable.
- 1.3. No Request shall be processed without a prior payment of the filing fee.

**Rule 2  
Administrative Fees**

- 2.1. The CDRC's administrative fees for administration of Expert Proceedings under these Rules shall be fixed at the amount EUR 500 for each of the following individually:
  - approving the Nominated Expert as per Rule 10 [*Expert Nomination*];
  - appointing the Expert as per Rule 11 [*Expert Appointment*];
  - processing the written objection on the Expert's work as per Rule 13 [*Party's Denunciation*];
  - replacing the Nominated and/or appointed Expert as per Rule 15 [*Expert's Replacement*];
  - deciding upon any dispute concerning any of the formal element of the Expert Proceedings Outline between the Party and the Expert as per Rule 19 [*Objection to the Expert Proceedings Outline*];
  - confirming the formal aspects of the Expert's Report as per Rule 23 [*Scrutiny of the Expert's Report by CDRC*];
  - resolving any disputes concerning the Expert's costs as per Rule 32.4 [*Expert's Costs*].
- 2.2. The administrative expenses of the CDRC for administration of the Expert Proceedings shall be fixed at the CDRC's discretion depending on the tasks carried out by the CDRC and shall normally not exceed the following:

EUR	1,000	for Disputes in the amount	up to and including EUR 100,000
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EUR 2,000	for Disputes in the amount	between EUR 100,001 and EUR 1,000,000
EUR 3,000	for Disputes in the amount	between EUR 1,000,001 and EUR 10,000,000
EUR 4,000	for Disputes in the amount	between EUR 10,000,001 and EUR 50,000,000
EUR 5,000	for Disputes in the amount	over EUR 50,000,001

- 2.3. Where the Dispute amount is not stated in the Request, the administrative fees shall be fixed by the CDRC at its discretion, considering all the relevant circumstances of the case, as stated in the Request and other written submissions of Parties.

### Rule 3 Early Termination

- 3.1. If the Expert Proceedings under these Rules terminate before the issuance of the Expert's Report, the CDRC shall fix the costs of the Expert Proceedings, at its discretion, while taking into consideration the stage attained in the Expert Proceedings and any other relevant circumstances.

### Rule 4 CDRC's Payment Information

- 4.1. All payments must be made in EUR and received net of any banking and/or other processing fees on the following bank account:

<b>SWIFT Code:</b>	<i>[insert]</i>
<b>Bank Name:</b>	<i>[insert]</i>
<b>IBAN:</b>	<i>[insert]</i>
<b>Account Number:</b>	<i>[insert]</i>
<b>Name:</b>	<i>[insert]</i>
<b>Address:</b>	<i>[insert]</i>

- 4.2. Where the payments in EUR are prohibited by law, the CDRC may apply a different scale and fee arrangement in another currency.

- 4.3.** All CDRC's administrative fees are subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.

## **SCHEDULE NO. 2:**

## **Model Clauses for CDRC Administered Expert Proceedings**

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**[General Note:** *All italicised text and text in square brackets (except for the heading of a particular Rule) shall be properly filled in and/or deleted, with due regard to the particular circumstances.*]

This Schedule no. 2 contains model clauses that the Parties may use for incorporating the Expert Proceedings under these Rules into their Contract.

Parties should use and/or modify these model clauses to adapt the chosen clause to their specific circumstances. The Parties shall, in particular, adapt the model clauses to the requirements of the governing law of their Contract.

CDRC assumes no liability for unenforceability of any of the offered model clauses below.

### **Model Clause 1**

#### **Optional Expert Proceedings**

The Parties may at any time, without prejudice to any other proceedings under this Contract, submit any dispute arising out of or in connection with this Contract to administered expert proceedings in accordance with the Rules for Administered Expert Proceedings of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia.

### **Model Clause 2**

#### **Mandatory Expert Proceedings with non-binding Expert's Report**

In the event of any dispute arising out of or in connection with this Contract, the Parties agree to submit the dispute to administered expert proceedings in accordance with the Rules for Administered Expert Proceedings of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia. After previously conducted administered expert proceedings, a Party may rely upon the dispute resolution mechanisms envisaged under [Clause [●] of the present Contract].

### **Model Clause 3**

#### **Mandatory Expert Proceedings with binding Expert's Report**

In the event of any dispute arising out of or in connection with this Contract, the Parties agree to submit the dispute to administered expert proceedings in accordance with the Rules for Administered Expert Proceedings of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia, prior to relying upon the dispute resolution mechanisms envisaged under [Clause [●] of the present Contract].

The Parties agree that the findings of the expert shall be contractually binding upon them.

**SCHEDULE NO. 3:**

**Agreement for Administration of Expert Proceedings**

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**[General Note:** *All italicised text and text in square brackets (except for the heading of a particular Rule) shall be properly filled in and/or deleted, with due regard to the particular circumstances.]*

**AGREEMENT FOR ADMINISTRATION OF EXPERT PROCEEDINGS**

This Agreement for Administration of Expert Proceedings (hereinafter the "**Expert Proceedings Agreement**") was made on [date] by and between:

[**insert company's name**], a [**insert company's type**], with its registered seat in [**insert city**] ([**insert country**]) at the address [**insert address**], registration no. [**insert company's registration no.**], TIN [**insert company's tax identification number**], represented by [**insert name(s) of the authorised representatives**] (hereinafter the "**Principal**");

**[Drafting Note:** *If applicable, please insert other party referring to the Expert Proceedings.]*

**and**

[**insert Expert's name**], citizen of [**insert country**], passport no. [**insert passport number or alternatively insert the Expert's personal identification number**], with residence in [**insert city**] ([**insert country**]) at the address [**insert address**] (hereinafter the "**Expert [no. 1]**");

**[Drafting Note:** *If the Expert is a legal entity, please insert:*

[**insert company's name**], a [**insert company's type**], with its registered seat in [**insert city**] ([**insert country**]) at the address [**insert address**], registration no. [**insert company's registration no.**], TIN [**insert company's tax identification number**], represented by [**insert name(s) of the authorised representatives**] (hereinafter the "**Expert**")]

**[and]**

[**insert Expert's name**], citizen of [**insert country**], passport no. [**insert passport number or alternatively insert the Adjudicator's personal identification number**], with residence in [**insert city**] ([**insert country**]) at the address [**insert address**] (hereinafter the "**Expert [no. 2]**");

**[Drafting Note:** *If the Expert Proceeding will be conducted by more than two Experts please include wording from the paragraph above, for each additional Expert (Expert no. 3, Expert no. 4, etc.)]*

**[Drafting Note:** *If the Expert Proceeding will be conducted by more than one Expert please insert the following:*

*(hereinafter Expert no. 1 and Expert no. 2 (and any additional Expert) are jointly referred to as "**Expert**")];*

*(hereinafter the Principal and the Expert are jointly referred to as the "**Parties**" and individually as the "**Party**")*

**[Drafting Note:** *If the Expert Proceeding will be conducted by only one Expert please delete any insertions concerning the Expert no. 2, or any additional Experts as the case may be]*

**WHEREAS:**

- A. the Principal has entered into the Contract ref. no. *[insert the reference number of the construction contract]* concerning the *[insert project name or a brief project description]* on *[insert date]* (hereinafter the "**Contract**") with *[insert other party's details]*;
- B. on [●] the Principal referred to the CDRC for appointment of the Expert for administered expert proceedings (hereinafter "**Expert Proceedings**") under the Rules for Dispute Adjudication Proceedings of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia, edition [●] (hereinafter the "**Rules**");
- C. Clause [●] of the Contract stipulates that any dispute arising between the Parties in relation to the Contract shall be referred to the administered expert proceedings *[insert details]*  
**[Drafting Note:** *Please remove this part if there is no such clause in the Contract]*,
- D. the Expert accepts the appointment under this Expert Proceedings Agreement;
- E. under Rule 8 *[Dispute Adjudication Agreement]* Expert has signed and delivered to the Parties a written confirmation that he is fully compliant with the Nominated Expert obligations under Rule 7 *[Expert Proceedings Agreement]* and Rule 12 *[Statement of Availability, Impartiality and Independence]* of the Rules;

**THE PARTIES have agreed as follows:**

**Article 1**

The Expert is hereby appointed on the terms and conditions set out in the Rules.

**[Drafting Note:** *In case of any modification and/or exclusion of the application of any part of the Rules, please consider inserting the following:*

*The Principal and the Expert hereby agree on the following amendments to the Rules:*

*[if applicable, insert all amendments to the Rules].*

**Article 2**

During the Expert Proceedings, the Expert shall:

**[Drafting Note:** *Provide a detailed description of all tasks of the Expert.*]

### Article 3

Expert's fees and expenses under this Expert's Proceedings Agreement shall be paid by the Parties in accordance with the Rules (and in particular with Rule 32 [*Expert's Costs*]; Rule 33 [*Expert's Statement of Costs*]; Rule 34 [*Parties' Liability*]).

**[Drafting Note:** *Alternatively, insert any other payment mechanism agreed between the Parties and the Nominated Expert.*

*The Principal and the Expert have agreed that Expert's fees and expenses shall be [insert the agreed payment mechanism, compliant with Rule 32.2 [Expert's Costs].]*

The currency of payment shall be [*insert currency*].

### Article 4

The Expert undertakes to perform all its obligations under the Rules in consideration of the fees and expenses envisaged under Article 2 above, and all other payments to be made to the Expert in accordance with the Rules.

### Article 5

The Principal may terminate the Dispute Adjudication Agreement at any time during the Expert Proceedings by giving a 7 Days' notice to the Expert.

In case of such termination, the Expert and the CDRC shall be entitled to be paid the fees and other costs, until the envisaged termination date, as set out in this Expert's Proceedings Agreement and under the Rules.

### Article 6

The Expert's Proceedings Agreement shall be governed by the laws of [*insert the applicable law or make reference to the relevant clause of the Contract*].

Any dispute arising out of or in connection with the Expert's Proceedings Agreement shall be finally settled by [*insert a competent adjudication authority*].

for the **Principal**:

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[*insert name*],



[insert function]

for the **Expert**:

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[insert name],

[insert function]

**[Drafting Note:** *If more than one Expert will conduct the Expert Proceedings please insert additional signatory fields for each Expert (Expert no. 2, Expert no. 3, etc).]*

**SCHEDULE NO. 4:**

**Nominated Expert's CV Form**

[Insert name]

[insert picture]

**Address:** [•]

**Telephone no.** [•]

**Email address:** [•]

**Academic Formation**

[enrolment year] to  
[completion year]

[degree obtained] | [country] | [name of the relevant institution]

[•] to [•]

[•] | [•] | [•]

**Work Experience**

[commencement year] to  
[termination year/present]

[position] | [country] | [employer]

[•] to [•]

[•] | [•] | [•]

[•] to [•]

[•] | [•] | [•]

**Publications**

[insert year]

[insert publication]

[•]

[•]

**Conferences**

[insert year]

[insert role (e.g., speaker, participant)] | [country] | [conference name]

[•]

[•] | [•] | [•]

## Languages

*Native language*

[•]

[insert language]

[•]

[•]

<i>Understanding</i>	[•]	<i>Speaking</i>	[•]	<i>Writing</i>	[•]
<i>Understanding</i>	[•]	<i>Speaking</i>	[•]	<i>Writing</i>	[•]
<i>Understanding</i>	[•]	<i>Speaking</i>	[•]	<i>Writing</i>	[•]

**Note:** Levels: A1/2: Basic user; B1/2: Independent user; C1/2 Proficient user  
(The Common European Framework of Reference for Languages)

## Selected Projects

[commencement year] to  
[termination year/present]

<i>Employer:</i>	<b>[General Note:</b> Please insert the project that you have been working on during the last 10 years and which is relevant for the expert analysis for which you have been nominated.]
<i>Country:</i>	[insert the country where the project was or is performed]
<i>Project Value:</i>	[indicate if the proposed project value is only your estimation]
<i>Position/Role:</i>	[insert your role in the project]
<i>Description:</i>	[name and describe the tasks that you performed in the project]

[•] to [•]

<i>Employer:</i>	[•]
<i>Country:</i>	[•]
<i>Project Value:</i>	[•]
<i>Position/Role:</i>	[•]
<i>Description:</i>	[•]