



**PROTOCOL ON ADR SERVICE**  
**[hereinafter referred to as MASC SERVICE]**

With the entry into force of Spanish Law 1/2025 of 2 January on measures relating to the efficiency of the Public Justice Service and in accordance with the purposes of the ACA-TAB provided for in Article 2 of the Articles of Association of the Catalan Arbitration Association, which include the encouragement, the dissemination and promotion of the values of the different alternative dispute resolution procedures, in exercise of the power conferred on it by article 19.2.a) of the aforementioned regulation, the MASC Section is created within the ACA-TAB. The purpose of the MASC Section is to promote a culture of agreement and alternative dispute resolution procedures that are likely to result in arbitration.

The MASC Section, integrated by the members of the TAB, will carry out the services listed in this protocol, which is made up of seven clauses that regulate the procedure, the cost and the scope of each one of them.

**FIRST.- Negotiation.** At the request of either party or their lawyers, the MASC Section, after verifying their requirements, will put the parties or their lawyers in touch with each other to manage their negotiating activity. The necessary facilities and/or technical means to carry out the negotiation will be made available to the parties or their lawyers, guaranteeing the confidentiality of its content and documenting it. Once the negotiation activity has ended, it will certify the object of the negotiation, the notification of the negotiation request and the way in which the communication to the other party has been carried out and its result, the duration and date of the meetings held, the parties involved and the professionals or experts who have participated in the negotiation by advising them, the responsible declaration of the good faith of the participants, the actions carried out and the result. The documents presented by the parties or their lawyers must include all the information indicated in the Section.

Unless both parties agree otherwise, once the certificate has been issued, the confidentiality of the negotiation will be guaranteed, and the files and documents generated during the negotiation will be eliminated.

If a conflict persists between the parties, they will be offered the TAB arbitration routing service.

**SECOND.- Binding offer.** At the request of either party or their lawyers, the MASC Section, after verifying the requirements, will transfer the request and the offer to the other party, giving a period of no more than one month to answer it. In the event of a written answer, and after verification of the requirements, the answer will be notified to the requesting party. Once the above procedure has been completed, a certificate will be issued stating the identity of the parties involved, the details of notification and receipt of the offer, the duration, the actions taken and the result. In the event that the offer is not expressly accepted, the corresponding certificate will be issued without

mentioning its content. The documents submitted by the parties or their lawyers must include all the information specified by the Section.

In the event that a conflict remains between the parties, they will be offered the TAB arbitration referral service.

**THIRD.- Independent expert.** At the request of either party or their lawyers, the MASC Section will appoint an independent expert, after verification of the requirements and after hearing the other party, giving them a period of no more than ten calendar days to state what they deem appropriate. The briefs presented by the parties or their lawyers must include all the information indicated by the Section.

In the event that the answer is to accept the intervention of an independent expert, their appointment or replacement, in the absence of another agreement between the parties, shall be made freely and directly by the MASC Section from among specialists in the controversial subject, without being subject to any pre-established list.

The independent expert may not be an arbitrator or mediator.

The expert, appointed or confirmed by the Section, must act impartially and independently at all times and conduct the proceedings in accordance with the principles of confidentiality, equality, hearing and contradiction. For these purposes, they shall signify their acceptance of the assignment and their fees and shall present a declaration of interests, suitability and availability. In the event of a challenge, it shall be resolved in an adversarial manner by the MASC Section, without further ado.

The expert must issue and communicate exclusively to the MASC Section a reasoned report on all technical or factual issues submitted to them by the parties, with the expert being free to rely on their own knowledge. Once the expert's non-binding opinion has been issued, the MASC Section will forward it to the parties, who will have a period of ten days to make any recommendations, observations and proposals for improvement they deem appropriate in order to accept the expert's opinion. The expert's report, once signed, will be final and unmodifiable, but will only be binding if the parties have expressly agreed to it.

The MASC Section will certify and communicate to all parties the full and final content of the aforementioned report. In the event that one of the parties does not accept the intervention of an independent expert, the MASC Section will issue a certificate to this effect. Unless otherwise agreed by the parties, the expert's report may not be used in any judicial or arbitral proceedings involving the parties.

If a conflict persists between the parties, they will be offered the TAB arbitration referral service.

**FOURTH.- Notifications and time limits.** In all the services regulated herein, the parties must notify the MASC Section of any change in their name, address, telephone number or e-mail address, and the change shall be effective from the time it is communicated to the Section.

All notifications or communications shall be made to the last address of the party, its representative or its lawyer provided to the Section. The notification may be made by any means that provides a record of its sending and receipt. In the event that a notification is returned as undeliverable, the Section may understand that it has been correctly made when, after reasonable inquiry, it has been sent to the last known establishment, to the last habitual residence, to the address appearing in documents signed by the parties or to the last available email address.

For the purposes of calculating the time limits established in accordance with the provisions of this Protocol, the time limit shall be calculated in calendar days and shall begin to run from the day following that on which the notification or communication is received. If the last day of the time limit is an official holiday or non-working day at the address of the addressee, the time limit shall be extended until the next working day.

**FIFTH.- Language of the proceedings.** In all the services provided for in this Protocol, the language shall be that agreed by the parties, and in the absence of an agreement, the language decided by the MASC Section, taking into account the circumstances of the case. In any case, the Section may agree that documents submitted in languages other than the agreed language shall be accompanied by a full or partial translation into the stipulated language.

**SIXTH.- Seat of the proceedings.** In all the services provided for in this Protocol, the proceedings and their development will preferably be carried out by telematic means. These proceedings may be conducted in person, at the headquarters of the ACA-TAB or where the Section agrees, if any of the parties so requests.

**SEVENTH.- Fees.** The cost of the services listed in the first and second clauses will be €150.00 plus VAT. The independent expert appointment service will be subject to a registration fee of €450.00 plus VAT and will also be subject to TAB fees, with a reduction, at the discretion of the MASC Section, of between 20% and 50%, depending on the circumstances of the case and the workload and foreseeable tasks to be performed by the expert.

This protocol was approved by the Board of Directors on 19th March 2025.