



COOPERATION AGREEMENT

- between -

The Permanent Court of Arbitration
headquartered at the Peace Palace, Carnegieplein 2, 2517 KJ
The Hague
The Netherlands

- and -

The Florence Chamber of Commerce
headquartered at Piazza dei Giudici 3
50122 Florence
Italy

March 29th 2018

THIS AGREEMENT is made the 29th day of March of 2018, between:

(1) **THE PERMANENT COURT OF ARBITRATION (“PCA”)**, headquartered at the Peace Palace, Carnegieplein 2, 2517KJ The Hague, The Netherlands;

and

(2) **THE FLORENCE CHAMBER OF COMMERCE (“FCC”)**, headquartered at Piazza dei Giudici 3, 50122 Florence, Italy;

together also referred as the “Parties”.

WHEREAS:

- (A) The Parties recognize the benefits of international arbitration as a means for the peaceful resolution of international disputes;
- (B) The Parties desire to raise awareness about and further promote the more effective resolution of international disputes through arbitration, conciliation, mediation, and other means of dispute settlement;
- (C) The Parties are mindful that the PCA was established by the 1899 Convention for the Pacific Settlement of International Disputes at the first Hague Peace Conference, which was convened “with the object of seeking the most objective means of ensuring to all peoples the benefits of a real and lasting peace”;
- (D) The Parties are mindful that the PCA’s International Bureau has considerable experience and expertise in providing registry services and administrative support for international arbitral proceedings involving States, State-controlled entities, intergovernmental organizations and private parties;
- (E) The Parties are mindful that the FCC has decades of experience in mediation and dispute resolution involving both individuals and companies;
- (F) The Parties are mindful that the FCC has established the Florence International Mediation Chamber in May 2015 to resolve civil and commercial international disputes between two or more parties;
- (G) The Parties recognize the importance of a Host Country Agreement between the Government of the Italian Republic and the PCA to facilitate the conduct of PCA proceedings in Italy;
- (H) The Parties recognize the benefits of promoting cooperation among institutions engaged in the resolution of international disputes; and

- (I) The Parties consider that dispute resolution proceedings administered by or under the auspices of the PCA may be held in Florence, and those administered by or under the auspices of the FCC may be held in The Hague, and that, for these purposes, the Parties from time to time may require facilities and services at the seat of the other Party, and each Party would be assisted by an agreed procedure for requesting assistance of the other Party in the organization of hearings in The Hague or Florence;

NOW THEREFORE, the PCA and FCC agree as follows:

1. The Parties, recognizing the importance of promoting arbitration, conciliation, mediation, and other means of dispute resolution, agree to cooperate, wherever possible and within their respective mandates, in order to facilitate the discharge of their respective functions.
2. The Parties shall make participants in proceedings organized under their auspices aware of the availability of facilities pursuant to this agreement whenever it appears that the organization of proceedings in Florence or The Hague may be appropriate in the context of a particular dispute.
3. Whenever a Party (the “**Requesting Institution**”) requires facilities and services of the other Party (“**Host**”), the Secretary-General of the PCA or the Secretary General of the FCC, as appropriate, shall submit a written request to the Host, indicating the facilities and services that will be required and the dates upon which such facilities and services will be required.
4. After receipt of such written request, the Host shall promptly inform the Requesting Institution in writing whether and to what extent the requested facilities and services can be made available to the Requesting Institution on the dates indicated in the request.
5. If so requested by the Requesting Institution, the Host shall, to the extent possible, assist the Requesting Institution in securing the services of, *inter alia*, court reporters, interpreters, translators, and caterers.
6. The PCA accepts that the FCC may, with prior consultation with the PCA, display the PCA’s logo at an agreed location at the entrance of its premises. Any other use by either Party of the logo of the other Party will only be undertaken following prior consultation and the express permission of the Party in question.
7. The Parties will endeavour to cooperate in the organization of conferences, lectures, and seminars on arbitration, conciliation, mediation, and other means of dispute resolution, and they will, subject to confidentiality and similar considerations, exchange information and expertise on matters and activities of mutual interest.
8. The Parties shall separately agree on the handling of fees and costs incurred in connection with the above-mentioned activities, as appropriate.
9. This agreement shall enter into force on the date on which it is signed.

10. This agreement may be terminated:
- (a) by mutual consent of the Parties; or
 - (b) by either Party giving notice to the other Party at least one year in advance of the effective date of termination, provided that such termination shall not affect the conduct of previously scheduled proceedings.
11. This agreement is concluded in English.

SIGNED for and on behalf of
The Florence Chamber of Commerce
Leonardo Bassilichi
President

SIGNED for and on behalf of
the Permanent Court of Arbitration
Hugo H. Siblesz
Secretary-General