# CAA Tripartite Agreement for Construction Dispute Adjudication Board

This Tripartite Agreement is an agreement between (“owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“contractor”) of (“construction contract”), collectively referred to as “the parties” to this Agreement, concerning the appointment of , , and as the Dispute Adjudication Board (DAB) members to adjudicate the parties’ construction dispute independently, impartially in accordance with the applicable law, this Agreement and related procedural rules, and to make written adjudication decision and recommendations to assist the parties with dispute resolution.

(In this Agreement, “member” refers to each individual member of the Board, whereas “Board” refers to the collective Dispute Adjudication Board.)

1. **Agreement of Appointment**

The parties agree to appoint as a Construction DAB member, and accepts such appointment.

1. **Parties’ Obligations**
2. The parties agree to conduct the construction dispute adjudication at CAA. The parties shall comply with the following procedural rules relating to their construction dispute adjudication:
3. dispute adjudication procedures agreed by the parties;
4. provisions in the construction contract relating to dispute adjudication; and
5. CAA Construction DAB Rules and relevant regulations.

The above order of priority will apply in the event of any inconsistency among the procedural rules.

1. Unless the parties agree otherwise, the parties and their relevant personnel shall not request advisory opinion from, or consultation with, the Board or any of its member on other matters relating to the construction contract. The parties shall ensure compliance of this provision by their relevant personnel.
2. Unless the parties and member(s) agree otherwise in writing, the parties shall promise the following:
3. The parties shall pay the fees in accordance with the procedural rules specified in Article 2(1). If the parties fail to pay timely, the Board is not obligated to perform its duties.
4. Unless the member intentionally contravenes this agreement or the Board’s authority, the parties shall jointly ensure that each member is not liable for any act or omission in connection with the Board’s operation, and shall not be subject to any claim for compensation or damages by the parties.
5. The parties shall provide the following documents and information to each member:
6. documents and information relating to the construction contract;
7. documents and information relating to the implementation and progress of the construction project;
8. documents and information requested by the Board; and
9. any other necessary documents or information.
10. **Member Statement**

CAA Construction DAB Member Statement signed and dated \_\_\_\_\_\_\_\_\_ *[date]* discloses the member’s present or past financial, employment and family relationships with the parties that may be considered as relating to the member’s impartiality, neutrality and independence.

1. **Member’s Obligations**

The member agrees to act impartially, neutrally and independently, including the following:

1. The member shall visit the site(s) with the parties to fully understand the progress and related matters of the construction project.
2. Upon receiving a party’s Request for Dispute Adjudication, the member shall conduct the adjudication process, make adjudication decision in accordance with the construction contract, applicable laws, this Agreement and related procedural rules of adjudication.
3. The member shall endeavor to with professional knowledge and experience to assist the parties to prevent disputes relating to the construction from arising. In the event of construction dispute, the member shall conduct the dispute adjudication process with impartiality, neutrality and independence within time limits.
4. The member shall keep confidential the content of the construction contract, the Board’s operation, hearings, all information and documentation obtained from the process , and shall not publish or disclose without the prior written consent of the parties and other members.
5. The member shall conclude deliberations within the agreed time limit and submit adjudication decision.
6. **Meetings, Site Visits and Dispute Adjudication Process**
7. Except for special circumstances, the Board shall, within 20 days after the presiding member’s appointment, schedule the first meeting for the parties to make presentation on the construction project’s background, planning, design, implementation and other related matters. The parties are required to provide documents relevant to the construction agreement to the board members. During such meeting, the Board and the parties may also discuss matters relating to the Board’s subsequent conduct of the proceedings. After the first meeting, the Board may hold additional meeting(s) if it considers necessary or if requested by the parties.
8. The frequency, dates and duration of any site visits shall be decided by the parties and the Board jointly. Absent such an agreement, the Board may determine the schedule of site visits and notify the parties in writing, and the parties shall comply accordingly. The parties may notify the Board to conduct *ad hoc* site visit within \_\_\_\_\_\_ days in advance, and the Board shall promptly arrange such visit after receiving such notice. The parties shall cooperate and assist the Board with conducting the site visit, and provide relevant documents and explanations required by the Board. The parties and Board may agree separately on, or amend, the detailed rules for site visits if needed.
9. The construction dispute review process shall be conducted pursuant to CAA Construction DAB Rules. For matters not provided for in such Rules, the parties and the Board may agree on the relevant procedural rules.
10. **Subsequent Evidence**

The parties agree that the facts, reasons, documents and evidence found by the board in the adjudication decision can be used as evidence in subsequent mediation, arbitration, or litigation proceedings.

1. **Effect of Adjudication Decision**

The parties □agree □disagree that, unless they agree otherwise, the adjudication decision shall become final and binding upon all parties after receiving by all parties, and that the parties shall comply with such adjudication decision.

1. **Fees and Expenses**

Each party shall pay the fees and expenses of each member in accordance with CAA Payment Arrangement for Construction DAB. The fees and expenses of the members shall be shared equally by the parties or otherwise distributed by the Board.

1. **Transfer**

The parties to this agreement shall not transfer any rights or obligations arising from this Agreement.

1. **Termination**
2. The parties may agree to jointly terminate this Agreement at any time by providing written notice 30 days in advance to all or any of the members.
3. All or any of the members may resign at any time by providing written notice 30 days in advance to the parties.
4. In the event of a member’s vacancy due to withdrawal, illness, death, resignation, termination by the parties’ agreement or other reasons, a substitute member shall be appointed pursuant to the procedures applicable to the appointment of the member being replaced. Such replacement shall not affect the effectiveness of this Agreement.
5. During the replacement of member, the parties may consent in writing at any time, to the continuation of the dispute adjudication process by the remaining members.
6. **Conversion of Process**

The parties agree that, after a party requests dispute adjudication, the Board and CAA may, at a party’s request and with the other party’s consent, convert the dispute adjudication process into mediation process by recording in the Tripartite Agreement that the members are mediators appointed by the parties. The dispute adjudication process terminates upon conversion into mediation process.

The Rules on Arbitration Institution, Mediation Procedures and Fees, CAA’s Mediation Rules and related regulations shall apply to such mediation.

1. **CAA’s Administrative Assistance**

The parties agree to request CAA to assist with dispute adjudication as well as administrative matters relating to the Board’s operation, and to pay the relevant expenses.

1. **Dispute Resolution**

If any dispute arising out of, relating to or in connection with this Agreement cannot be resolved by negotiation, the parties shall refer such dispute to Chinese Arbitration Association, Taipei (CAA) for arbitration in accordance with the Arbitration Law of Taiwan and CAA Arbitration Rules. The seat of arbitration shall be Taipei / Taichung / Kaohsiung [*please select one*].

Party A \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DAB Member name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_