# Member Agreement for Construction Dispute Review Board

This Member 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 Review Board (DRB) members to conduct the review process for the parties’ construction dispute independently, impartially in accordance with the applicable law, this Agreement and related procedural rules, and to make written review 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 Review Board.)

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

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 members agree otherwise in writing, the parties shall promise the following:
3. The parties shall not appoint any member as an arbitrator for any arbitration arising from the construction contract.
4. Unless the member intentionally contravenes this Agreement or the Board’s authority, the parties shall jointly ensure that each member is not liable to any person 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. **Meetings, Site Visits and Dispute Review Process**
11. The first meeting will be held within 10 days after the Board’s constitution for the parties to present on the construction project’s background, planning, design, implementation and other related matters, as well as to provide related documents to the members. During such meeting, the parties and the Board may also discuss matters relating to the Board’s subsequent conduct of the proceedings. The Board may hold additional meeting(s) if it considers necessary or if requested by the parties.
12. 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 Board shall complete and deliver to the parties a written site visit record within \_\_\_\_\_\_\_ days after each site visit. The parties and Board may agree separately on, or amend, the detailed rules for site visits if needed.
13. The construction dispute review process shall be conducted pursuant to CAA Construction DRB Rulrs. For matters not provided for in such Rules, the parties and the Board may agree on the relevant procedural rules.
14. **Fees and Expenses**

Each party shall pay the fees and expenses of each member in accordance with CAA Payment Arrangement for Construction DRB.

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. **CAA’s Administrative Assistance**

The parties agree to request CAA to assist with dispute review 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Construction Dispute Review Board Member Consent Declaration**

(*Each member shall complete and sign a consent declaration individually. These consent declarations will be attached to the Member Agreement for Construction Dispute Review Board and will then be used as the Tripartite Agreement.*)

1. (“the member”) accepts to serve as a member of the abovementioned Construction Dispute Review Board (DRB).

2. My Construction DRB Member Statement dated \_\_\_\_\_\_\_\_\_\_\_ discloses my present or past financial, professional, business and family relationships with any party that may give rise to justifiable doubts as to my impartiality, neutrality and independence.

3. I agree to act with impartiality, neutrality and independence in this dispute review process, including the following:

1. Arrange site visit(s) with the parties to fully understand the progress and related matters of this construction project.
2. Upon a party’s Request for Dispute Review, conduct the dispute review process, make review decision and recommendations in accordance with the construction contract, applicable laws, this Consent Declaration, Member Agreement for Construction Dispute Review and related procedural rules.
3. Strive to prevent disputes relating to the construction contract with professional knowledge and experience; in the event of construction dispute, conduct the dispute review process with impartiality, neutrality and independence within times limits.
4. Treat the content of the construction contract, the Board’s operation, hearings, all information and documentation obtained during the process as confidential, and shall not publish or disclose without the prior written consent of the parties and other members.
5. Make and provide review decision and recommendations within the agreed time limit.
6. In the event of contravention with any obligations in the Member Agreement, I shall not receive any fees during the period of contravention. If such contravention causes the Board’s proceedings or review decision to be invalid or ineffective, I shall not receive payment for any fees and expenses during the period of the relevant proceedings. The parties may request for refund of any fees or expenses already paid.

Member’s Name:

Address:

Telephone Number:

Date: