

SCHEDULE 20

This is Schedule 20 comprising the Dispute Resolution Procedure referred to in the Project Agreement for the PRIME Project

BETWEEN

The Secretary of State for Work and Pensions

- and -

The First Secretary of State

- and -

Trillium (PRIME) Limited

- and -

Trillium (PRIME) Property GP Limited

**dated 27 March 1998
as Expanded and Restated on 15 December 2003**

PART 1

Dispute Resolution Procedure

1. GENERAL

- 1.1 In this Schedule "Referring Party" means, in relation to a dispute or difference, the Party who wishes to invoke the relevant provisions of this Schedule and the other Party is referred to as the "Responding Party".

Reference to the Department's Representative and the PRIME Contractor's Representative

- 1.2 Except where otherwise set out in this Agreement, any disputes or differences of any kind between the parties arising out of or in connection with this Agreement shall in the first instance be referred by notice in writing from the Referring Party to the Department's Representative and the PRIME Contractor's Representative. A joint decision of the Department's Representative and the PRIME Contractor's Representative shall be final and binding on the parties. If the Department's Representative and the PRIME Contractor's Representative are unable to, or fail to, make a joint decision within 15 Business Days of the referral of the dispute or difference to them then either Party may refer the matter to the Liaison Committee for a decision unless the matter is one set out in paragraph 1.5, in which case it shall be referred directly to the Adjudicator for determination as provided by paragraph 2.

Reference to Liaison Committee

- 1.3 If a Party refers a dispute or difference to the Liaison Committee for a decision in accordance with paragraph 1.2, it shall do so by giving notice in writing to the chairman of the Liaison Committee.
- 1.4 The Liaison Committee shall consider and make a decision for resolving the dispute or difference referred to it pursuant to paragraph 1.3.
- 1.5 Paragraph 1.3 shall not apply to disputes or differences arising under clause 5A [*Implementation Plan*] of the Second Supplemental Agreement or clause 10.12 [*Deferral of Life Cycle Works in a Three Year Plan*].
- 1.6 Forthwith upon referring a dispute or difference to the Liaison Committee the Referring Party shall notify the Responding Party of the date of the reference (the "LC Referral Date") and provide the Responding Party with a copy of the notice given in accordance with paragraph 1.3.
- 1.7 If the Liaison Committee fails to give notice of a decision by the Dispute Referral Deadline (as defined in paragraph 1.8) either Party may by written notice to the other refer the dispute or difference to an Adjudicator in accordance with paragraph 2.

- 1.8 For the purposes of paragraph 1.7 the Dispute Referral Deadline is 30 Business Days after the LC Referral Date.
- 1.9 The Liaison Committee shall consider any dispute or difference referred to it pursuant to paragraph 1.4 as follows:
- (a) within 10 Business Days of the LC Referral Date the Parties shall present a joint written summary of the points in issue to the Liaison Committee;
 - (b) no later than 10 Business Days after presentation of the joint written summary the Liaison Committee may, by giving reasonable notice to each Party, convene a meeting with both Parties at which it may discuss with the Parties any matters upon which it requires clarification or further information; and
 - (c) the Liaison Committee shall submit its determination in writing, giving reasons for such determination, by the Dispute Referral Deadline.
- 1.10 A decision of the Liaison Committee shall be final and binding on the parties.

2. REFERENCE TO ADJUDICATOR

- 2.1 Disputes or differences which fall to be determined by an Adjudicator pursuant to this paragraph 2 are:
- (a) disputes or differences of any kind arising out of or in connection with this Agreement after termination of the right and obligation of the PRIME Contractor to continue to implement the Operations in accordance with clause 8.1 upon expiry of the Operating Period or under clauses 25 [*Events of Default*], 26 [*Termination by PRIME Contractor*] or 27 [*Non-Default Termination*];
 - (b) disputes or differences of any kind arising out of or in connection with this Agreement during the Operating Period which have been the subject of a notice to refer to an Adjudicator given in accordance with paragraph 1.7 or which are stated in this Agreement to be directly referable to an Adjudicator; and
 - (c) disputes or differences during the Operating Period or after termination of the right and obligation of the PRIME Contractor to continue to implement the Operations in accordance with clause 8.1 arising under the clauses referred to in paragraph 1.3.
- 2.2 Where this Schedule provides or the Parties have agreed that a dispute or difference is to be resolved by Adjudicator determination, subject to paragraphs 2.3 and 2.26, neither Party shall commence proceedings in any court in respect of or otherwise in connection with:
- (a) such dispute or difference; or

- (b) any finding by the Adjudicator, whether made at any time after his appointment or in his determination, as to the dispute or the construction of or otherwise in respect of this Agreement.
- 2.3 Nothing in this Schedule shall prevent a Party from seeking interim or interlocutory relief in any court.
- 2.4 The Referring Party shall give notice to the Responding Party:
 - (a) providing brief details of the issues to be resolved; and
 - (b) nominating four persons as proposed Adjudicators, PROVIDED THAT if the dispute or difference and the issues to be resolved thereunder depend for their resolution upon the construction or interpretation of any of the matters referred to in clause 44.3 [*Governing Law and Jurisdiction*], the persons nominated by the Referring Party shall be persons with relevant qualifications and experience in such matters.
- 2.5 Within 5 Business Days after any notice under paragraph 2.4 is given, the Responding Party shall by notice to the Referring Party:
 - (a) provide any comments on the details of the issues to be resolved provided under paragraph 2.4(a); and
 - (b) nominate four persons as proposed Adjudicators, PROVIDED THAT if the dispute or difference and the issues to be resolved thereunder depend for their resolution upon the construction or interpretation of any of the matters referred to in clause 44.3 [*Governing Law and Jurisdiction*], the persons nominated by the Responding Party shall be persons with relevant qualifications and experience in such matters.
- 2.6 The Parties shall endeavour within 10 Business Days after the notice under paragraph 2.5 is given to agree upon the details of the issues to be resolved and the selection of an Adjudicator.
- 2.7 Subject to paragraph 2.38, if within 10 Business Days after the notice under paragraph 2.5 is given the Parties shall not have agreed upon the selection of an Adjudicator the Referring Party shall request the President or Vice President for the time being of the Chartered Institute of Arbitrators to select an Adjudicator.
- 2.8 Upon selection of an Adjudicator pursuant to paragraph 2.6 and paragraph 2.7 the Referring Party shall forthwith notify the Adjudicator selected of his selection and request him to confirm within 5 Business Days whether or not he is willing and able to accept the appointment.
- 2.9 The notification to the Adjudicator shall include the following:

- (a) the names of the Parties and a summary of the dispute;
- (b) a request that the Adjudicator provide the confirmation required under paragraph 2.8;
- (c) a request for confirmation of the Adjudicator's scale of fees;
- (d) a statement that the Adjudicator's fees and expenses will be paid as provided in paragraph 2.35 or 2.40;
- (e) a statement that the information disclosed in the notification is confidential and that it should not be disclosed, copied or revealed whether the appointment is accepted or not;
- (f) a copy of this paragraph 2;
- (g) a request for confirmation that the Adjudicator is able and willing to act in accordance with the procedure set out in this Schedule 20; and
- (h) where the dispute has arisen under clause 10.18, a statement of the matters which the Adjudicator must consider in reaching his determination as set out in paragraph 2.39.

2.10 If the selected Adjudicator is unwilling or unable to accept the appointment, or shall not have confirmed his willingness and ability to accept such appointment within the period required under paragraph 2.8 or the amount of his remuneration or terms of his appointment are not agreed within the period required under paragraph 2.11 then subject to paragraph 2.11(a), the Parties shall endeavour to agree upon the selection of another Adjudicator within 3 Business Days, failing which another Adjudicator shall be selected in accordance with paragraphs 2.4 to 2.7.

2.11 The Parties shall use their reasonable endeavours to ensure that the terms of the contract of appointment of the Adjudicator are agreed within 10 Business Days following his confirmation of ability and willingness to act, and agree that if the Parties are unable to agree with the Adjudicator the amount of his remuneration or any other terms of his appointment then:

- (a) if one of the Parties is willing to agree what the Adjudicator proposes, such amount or terms shall be referred as soon as reasonably practicable for determination by the President for the time being of the Law Society whose decision shall be final and binding on the Parties to the dispute and whose costs of such references shall be borne by the Parties to the dispute equally; or
- (b) if neither of the Parties is willing to agree what the Adjudicator proposes, or the Adjudicator is not willing to agree what is determined pursuant to paragraph

2.11(a), another Adjudicator shall be selected in accordance with paragraphs 2.4 to 2.7.

2.12 The Adjudicator shall be an independent contractor and the relationship of the Parties and the Adjudicator shall in no event be construed to be that of principal and agent or master and servant.

2.13 The Adjudicator shall not act as an arbitrator (and accordingly the provisions of the Arbitration Act 1996, and (to the extent that it might be applicable) Section III of the Administration of Justice (Scotland) Act 1972 shall not apply) nor as mediator, conciliator or in any similar role.

Timetable and Procedure

2.14 No later than 5 Business Days following his appointment, the Adjudicator shall by giving reasonable notice to each Party convene a meeting with the Parties at which he shall raise any matters upon which he requires clarification and discuss with the Parties any additional procedural requirements he or they may have.

2.15 The Parties shall, not later than 10 Business Days after the appointment of the Adjudicator, submit to the Adjudicator and to each other written submissions of not more than 10 pages in length (save that this number may be amended with the consent of both Parties and the Adjudicator) together with all supporting documentation, information and data which they wish to submit in respect of the dispute. The Parties may also (in addition to the submissions) submit a statement of facts which they have agreed between themselves to the Adjudicator.

2.16 Each Party may, not later than 20 Business Days after the appointment of the Adjudicator, submit to the Adjudicator and the other Party written submissions of not more than 10 pages in length (save that this number may be amended with the consent of both Parties and the Adjudicator) together with any additional supporting documentation, information and data, in reply to the submissions made under paragraph 2.15.

2.17 The Adjudicator shall disregard any documentation, information, data or submissions supplied or made (other than pursuant to paragraph 2.22) by either Party later than 20 Business Days after his appointment (unless such period is extended with the consent of both Parties and the Adjudicator) unless the same are provided in response to a request from the Adjudicator.

2.18 If the Adjudicator shall wish to obtain independent professional and/or technical advice in connection with the dispute:

- (a) he shall first provide the Parties with details of the name, organisation and estimated fees of the professional or technical adviser and the purpose of obtaining such advice; and

- (b) he may engage such adviser with the consent of the Parties (which consent shall not be unreasonably withheld) for the purposes of obtaining such professional and/or technical advice as he may reasonably require for the purposes of determining the dispute.
- 2.19 The Adjudicator may at his discretion and at any time request, by notice in writing to be copied to the other Party, information from either of the Parties orally but such information shall be given only in the presence of the other Party.
- 2.20 At any time after the period referred to in paragraph 2.16 expires, with the written consent of the Parties, the Adjudicator may (but shall not be required to) convene a hearing of such length as he shall determine for the purposes of hearing witnesses and the submissions of the Parties upon giving the Parties reasonable notice.
- 2.21 The Adjudicator shall provide a draft of his determination, which shall be a report in writing giving reasons for the determination, to the Parties not later than 35 Business Days following his appointment or such longer period as is agreed to by both Parties and the Adjudicator.
- 2.22 Each Party may, within 10 Business Days following delivery of the draft determination, submit to the Adjudicator any documentation, information, data, submissions or comments not exceeding 5 pages in length (save that this number may be exceeded with the consent of both Parties and the Adjudicator) on or in respect of the draft determination.
- 2.23 The Adjudicator shall disregard any documentation, information, data or submission supplied or made by either Party later than 10 Business Days following delivery of the draft determination unless the same are provided in response to a request by the Adjudicator.
- 2.24 The Adjudicator shall submit his final determination, which shall be a report in writing giving reasons for his determination of the dispute, to the Parties not later than 50 Business Days following his appointment or such later date as is agreed to by both Parties and the Adjudicator.
- 2.25 If the Adjudicator fails to submit the final determination by the time required under paragraph 2.24, at the request of either Party another Adjudicator may be appointed in accordance with the provisions of this paragraph 2 and the appointment of the previous Adjudicator shall cease unless before the appointment of the new Adjudicator, the appointed Adjudicator shall have submitted his final determination hereunder, in which case the new Adjudicator shall be informed forthwith that his services will not be required.

Effect of determination

2.26 The Adjudicator's final determination shall (unless given after the appointment of another Adjudicator under paragraph 2.25) be final and binding on the Parties except:

- (a) in the case of decisions by the Adjudicator where there is an event of fraud or where the decision is made in bad faith or is so clearly erroneous on its face that it would be unconscionable for it to stand; or
- (b) in any other case where either Party gives written notice to the other Party within 10 Business Days following delivery of the Adjudicator's final determination stating that they do not accept the determination as being final and binding provided that no notice under this paragraph 2.26(b) may be given in respect of an Adjudicator's determination pursuant to paragraphs 2.38-2.41 or following a reference pursuant to clause 12.12(b) [*Quality Monitoring and Performance audit*].

In the case of paragraph 2.26(a) of this Schedule another Adjudicator shall be appointed in accordance with the provisions of this paragraph 2. In the case of paragraph 2.26(b) the Party who gives the notice shall refer the dispute to Arbitration in accordance with paragraph 3 of this Schedule. Notwithstanding a notification by a Party under subparagraph (b) of this paragraph 2.26, the final determination of the Adjudicator shall have a binding effect on, and be given effect to by, the Parties unless and until a decision of an Arbitrator, made pursuant to paragraph 3, requires them to do otherwise.

2.27 The Adjudicator's powers shall include but not be limited to, the power:

- (a) to ascertain and determine any sum which ought to have been referred to or included in any payment;
- (b) where any opinion, decision, certificate, account, requirement or notice given by the Department's Representative or the PRIME Contractor's is expressed to be subject to a condition that it shall be reasonable, or that the Department's Representative shall act reasonably, to open up, review and revise any opinion, decision, certificate, account, requirement or notice given by the Department's Representative;
- (c) to determine all matters in dispute which shall be submitted to him as if no such opinion, decision, certificate, account, requirement or notice by the Department's Representative had been given;
- (d) to award compensation, assess and award damages and award expenses incurred in relation to the Adjudicator determination to or against either of the Parties; and

- (e) to award interest both from, and from a date prior to, his decision until payment of the relevant sum at such rate as he thinks fit.

Conflict of interest

- 2.28 The Adjudicator shall confirm to the Parties before his appointment that he does not hold any interest or duty which would or potentially would conflict with the performance of his duties under his contract with the Parties.
- 2.29 If after his appointment the Adjudicator or either Party becomes aware of any interest or duty which conflicts or potentially conflicts with the performance of the Adjudicator's duties under his contract with the Parties, the Adjudicator shall inform the Parties or the Party which becomes aware of the conflict shall inform the other Party forthwith of such conflict giving full details of the conflict.
- 2.30 Either Party may within 5 Business Days of the disclosure of any such conflict or potential conflict object to the appointment or continued appointment of an Adjudicator, in which case the Adjudicator shall not be or shall cease to be appointed and a new Adjudicator shall be selected and appointed in accordance with this paragraph 2 (and the rejected Adjudicator shall not be nominated for such selection).

Confidentiality

- 2.31 The Parties and the Adjudicator shall keep the fact that the Adjudicator determination is taking place and its outcome confidential.
- 2.32 All documentation, information, data, submissions and comments disclosed or delivered whether in writing or otherwise by either Party to the Adjudicator or to the other Party either in connection with or in consequence of the appointment of the Adjudicator shall be regarded and treated as confidential and the Adjudicator and the Parties shall not disclose any or all of the documentation, information, data, submissions and comments including the contents and copies of the same in any form except as required by Law in connection with any proceedings in any court which a Party is not prohibited under this Schedule from commencing or in connection with any dispute or difference which falls to be determined by arbitration under paragraph 3.

Costs

- 2.33 Subject to paragraph 2.40, each Party shall bear its own costs including without limitation costs of providing documentation, information, data, submissions or comments under this Schedule and all costs and expenses of all witnesses and other persons retained by it.
- 2.34 The Adjudicator shall provide the Parties with a breakdown of:
 - (a) his fees; and

(b) his reasonable expenses, including the fees of and reasonable expenses incurred by any technical or professional advisers.

2.35 Subject to paragraph 2.40, the Adjudicator's fees and expenses under paragraph 2.34 shall be payable by the Parties in equal amounts, unless the Adjudicator (having regard to the conduct of the Parties with respect to the dispute in question) shall direct in his final determination that such costs and expenses should be borne by one only of the Parties or apportioned other than equally between the Parties, in which case the Parties shall pay such fees and expenses in accordance with such direction.

2.36 Subject to paragraph 2.41, if the terms of the Adjudicator's appointment provide for the payment of his fees and expenses before the delivery of the final determination, the Parties shall pay such fees and expenses in equal amounts, and shall make adjustment payments inter se following any such direction as if referred to in paragraph 2.35.

Miscellaneous

2.37 The Adjudicator shall not be held liable for any act or omission unless it shall be shown that the Adjudicator has acted fraudulently or in bad faith or unconscionably.

Life Cycle Maintenance Plans

2.38 Where the Referring Party gives notice to the Responding Party under paragraph 2.4 of a dispute under clauses 10.7 to 10.14 (inclusive) in connection with the submission and content of a draft Three Year Plan or a draft Schedule of Life Cycle Works or a draft Schedule of Maintenance Works or any amendment (including to avoid doubt any deletion, addition, revisions and/or re-scheduling of works) or objection in relation thereto (save for a dispute on a matter of legal interpretation) ("**LCCE Dispute**"), the proposed Adjudicators nominated by the Parties shall be building surveyors and in default of agreement upon an Adjudicator the Referring Party shall request the President or Vice President for the time being of the Royal Institute of Chartered Surveyors to select an Adjudicator.

2.39 In determining an LCCE Dispute, the Adjudicator shall first determine whether the proposed draft Three Year Plan and/or draft Schedule of Life Cycle Works and/or a draft Schedule of Maintenance Works or amendment submitted by the PRIME Contractor or DWP (or other DWP objection) is consistent with the discharge of the PRIME Contractor's obligations under this Agreement both at the date of the referral and in the future. If the Adjudicator so determines he shall approve the proposed draft Three Year Plan and/or draft Schedule of Life Cycle Works and/or a draft Schedule of Maintenance Works or amendment thereto unless he determines that:

(a) the failure to accept DWP's amendment, or the deletion or deferral of an item or work requested by the PRIME Contractor would have a material adverse effect on

the appearance, functionality or usability of the Business Square Metres at the relevant Facility or Minor Occupancy (as the case may be); or

- (b) the performance of a capital item is so poor that the DWP Business is disrupted by the PRIME Contractor continuing to maintain it rather than replacing it,

provided that in either case the Adjudicator shall take into account:

- (c) that the PRIME Contractor shall not be required to replace a capital item if it is functioning in accordance with its designed performance criteria; and
- (d) the likely period of occupation by the DWP of the relevant Facility having regard to the most recent Estates Strategy,

provided always that the PRIME Contractor shall not be obliged to carry out Life Cycle Works at Facilities which the DWP has notified the PRIME Contractor in accordance with the provisions of this Agreement it intends to vacate within 12 months of the date specified in the relevant Three Year Plan for completion of such works, except where the Adjudicator determines such works are necessary to meet the Required Outputs and/or the provisions of clause 8.4.

2.40 Where an LCCE Dispute is referred to an Adjudicator under this Schedule, the PRIME Contractor shall bear the Adjudicator's fees and expenses and the reasonable costs of DWP in connection with such referral unless the dispute was referred by DWP and the Adjudicator determines that DWP was unreasonable in referring such dispute. If the Adjudicator so determines then DWP will bear its own costs, the Adjudicator's fees and expenses and the reasonable costs of the PRIME Contractor in connection with such referral.

2.41 If the terms of the Adjudicator's appointment provide for payment of his fees and expenses before the delivery of the final determination the PRIME Contractor shall pay such fees and expenses and the Parties shall make an adjustment payment inter se following any direction given under paragraph 2.40.

3. **ARBITRATION**

3.1 Disputes or differences which fall to be determined by arbitration pursuant to this paragraph 3 are disputes or differences which have been the subject of a notice to refer a dispute or difference to arbitration in accordance with paragraph 2.26(b).

3.2 The law of England and Wales shall apply to any arbitration under this paragraph 3. The arbitration shall be conducted by a single arbitrator and subject to the provisions of the Arbitration Act 1996. The seat of the arbitration shall be in England and Wales.

3.3 No party shall be limited in arbitration proceedings pursuant to this paragraph 3 to the evidence or arguments put before the Adjudicator pursuant to paragraph 2.

- 3.4 The Arbitrator shall, without prejudice to the generality of his powers, have power to:
- (a) ascertain and award any sum which ought to have been referred to or included in any payment;
 - (b) open up, review and revise any opinion, decision, certificate, account, requirement or notice given by the Department's Representative;
 - (c) determine all matters in dispute which shall be submitted to him as if no such opinion, decision, certificate, account, requirement or notice by the Department's Representative had been given;
 - (d) award compensation, assess and award damages and award expenses to or against any of the parties to the arbitration; and
 - (e) award interest both from, and from a date prior to, an interim, part or final award at such rate as he thinks fit until payment of the relevant sum.
- 3.5 The provisions of paragraphs 2.31 and 2.32 shall apply, mutatis mutandis to any arbitration pursuant to this paragraph 3.

4. **CONNECTED DISPUTES**

DWP shall be entitled to require any connected disputes to be referred to, and determined jointly with, any other dispute or difference referred to the Liaison Committee, an Adjudicator or an Arbitrator under paragraphs 1 to 3. For the purpose of this paragraph a connected dispute means any dispute between DWP and any party which arises out of substantially the same circumstances as or is in any way connected with any other dispute or difference referred as aforesaid under paragraphs 1 to 3.

PART 2

**Procedure for Expert Determination pursuant to clause 15 and paragraph 5.5 of Part 3b of
Schedule 10 of the Project Agreement**

1. Any matter referred to the Expedited Dispute Resolution Procedure in accordance with clause 15.9 or paragraph 5.5 of Part 3b of Schedule 10 shall be determined by an independent expert (an "Expert") in accordance with the procedure set out in this Part (an "Expert Determination"). The question of whether or not the dispute falls to be referred for Expert Determination, if not agreed by the parties, shall itself be decided by the Expert appointed to determine the dispute. The Expert's decision shall, except in the case of manifest error or fraud, be final and binding on the parties.
2. Any dispute referable to Expert Determination pursuant to clause 15 or paragraph 5.5 of Part 3b of Schedule 10 shall be so referred by either Party giving written notice to the other requesting such referral (the "Referral Notice"). The Expert shall be agreed upon by the parties within 5 Business Days of the Referral Notice or, failing agreement by such time, shall be selected by the London Court of International Arbitration (LCIA) on written application by either Party. In making the appointment the said President or Vice President shall have regard to the nature of the dispute which is referred for Expert Determination, and shall endeavour to select the Expert within 10 Business Days of receiving the application from either Party or as soon thereafter as reasonably practicable.
3. If the selected Expert is unwilling or unable to accept the appointment, another Expert shall be agreed upon by the Parties or selected by the LCIA in accordance with the procedure set out in paragraph 2 above (and so on until an Expert is appointed).
4. The procedure for the Expert Determination shall be as agreed between the Parties, or failing such agreement by the time the Expert accepts his appointment, as set out in the following paragraphs.
5. Each Party shall submit a written statement on the matters in dispute together with copies of all documents on which it wishes to rely, to the Expert and to the other Party within 10 Business Days of the appointment of the Expert.
6. Each Party shall have the right to submit a written response to the written statement of the other Party, together with copies of any further documents on which it wishes to rely, to the Expert and to the other Party within 5 Business Days of receipt of the other Party's written statement.
7. If either Party shall fail to submit such written statement to the Expert within the time specified in paragraph 5 above, the Expert shall proceed with his Determination on the basis of the written statement provided to him by the other Party.

8. The Expert shall act impartially and as an expert (not as an arbitrator) in the conduct of the Expert Determination and in reaching his decision.
9. The Expert's decision shall be in writing and shall set out the reasons for the decision.
10. The Expert may request clarification or additional information from either or both of the Parties and each Party shall comply with any such request as soon as reasonably practicable and in any event within 10 Business Days of receipt of such request.
11. The Expert may appoint his own legal advisers to advise on matters of legal interpretation or expertise outside that of the Expert on which the Parties are not agreed, and the expenses thereof shall be dealt with in accordance with paragraph 17 below.
12. The Expert may, in his discretion, convene meetings upon reasonable notice to the Parties at which both Parties shall be entitled to be present.
13. All information provided to the Expert by either Party shall be copied to the other Party or (where copying is not practicable) the other Party shall be entitled to inspect it.
14. The Parties and the Expert shall keep the fact that the Expert determination is taking place and its outcome confidential, and all documentation, information, data, submissions and comments disclosed whether in writing or otherwise by either Party to the Expert either in connection with or in consequence of the appointment of the Expert shall be regarded and treated as confidential.
15. The Parties shall do all things necessary for the proper and expeditious conduct of the Expert Determination in accordance with the provisions of this Part. The Expert's decision shall in any event be made within 50 Business Days of the Referral Notice.
16. The time limits in this Part may be extended only by agreement between the Parties.
17. The expenses of the LCIA shall be borne by each Party in equal shares. Those of the Expert in carrying out the Expert Determination shall be borne between the Parties in such proportions as the Expert shall in his discretion determine or, failing such determination, shall be borne by each Party in equal shares.
18. The Parties agree that the Expert shall not be liable to either of them in respect of his decision save in cases of fraud, and agree that they will so confirm to the Expert.