

Rules (23.03.2019)

 arbitrage.am

Introduction

Article 1. General Provisions

- The Arbitral Institution (hereinafter referred to as the “Arbitral Institution”) under the Chamber of Commerce and Industry of the Republic of Armenia (hereinafter referred to as the “Chamber”) is an independent and permanent arbitral institution founded as an establishment. The Arbitral Institution operates in accordance with the RA Law “On Commercial Arbitration” (hereinafter referred to as the “Law”) and these Rules (hereinafter referred to as the “Rules”).
- The Arbitral Institution does not resolve disputes. Its objectives particularly involve:
 1. Administration of and assistance in dispute resolution by arbitral tribunals in accordance with the Rules;
 2. Administration of and assistance in dispute resolution by arbitral tribunals in accordance with the Rules;

Article 2. Definitions

1. Կանոնակարգում

Arbitral tribunal includes one or more arbitrators;

Secretariat means the secretariat of the Arbitral Institution;

Claimant means one or more claimants;

Respondent means one or more respondents;

Third party means one or more third parties;

Party or parties mean claimants, respondents, additional parties or third parties;

Financial organization means a bank or a credit organization;

Software means means a computer software ensuring circulation of arbitrage documentation and providing information about the course of the case to the parties;

Claim or claims mean any claim by any party against any other party;

Simplified proceedings means arbitration proceedings for non-monetary claims filed by financial organizations as well as for monetary claims filed by financial organizations which claim does not exceed AMD 20,000,000 (twenty million) at the time of filing a Statement of Claim;

E-mail address: means the e-mail address of the Arbitral Institution:
info@arbitrage.am;

Award means an interim or final award;

2. When interpreting definitions not defined in the Rules, the Arbitral Institution, the Secretariat and the arbitral tribunal are entitled to apply the meaning given to those definitions in the RA or any other applicable law.

Article 3. Notices

- All documents and other written communications submitted by any party, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy to each party, plus one to each arbitrator, and one to the Secretariat. The requirement of this paragraph does not apply when the party submits the documents (including the Statement of Claim) and other communications on electronic media, attaches in the Software or sends to the E-mail address.
- Written communication shall be sent to the party's address (including electronic), specified in arbitration agreement or in the contract including arbitration clause, unless otherwise agreed upon by the parties over the communication within the arbitral proceedings.
- Any written communication shall be done by registered post (via entity having license for postal communication activities), by personal delivery or via e-mail unless otherwise agreed by the parties.
- The first notice of the handover of the Statement of Claim to the Secretariat shall be sent to the Respondent solely by registered post or shall be handed personally. After the operation of the Software is launched, by the notice referred to in this paragraph there shall be provided to the respondent also a nickname and a password to access the Software, to get acquainted with the case files and attach documents.
- The communication, regardless of the fact of receipt by the addressee, shall be deemed as delivered to the addressee:
 - in case of personal delivery – on the date of delivery;
 - in case of sending by registered post – on the 7th day following the date of sending;
 - in case of sending via e-mail, on the date of sending.
- In case of change of address, the parties are required to provide their new address. In the event of breach of this obligation, the communication shall be sent to the party's last known address and shall be deemed to be delivered irrespective of the fact if it is actually received by the addressee.

- After launching the Software, documents, notices and other communications shall be deemed received by the Secretariat and the parties on the business day following their attachment in the Software, and if prior thereto the Secretariat has not provided to the relevant parties a nickname and a password to access the Software, to get acquainted with the case files and to attach documents, then – on the business day following the provision of the nickname and the password to the parties. The date of launching the Software is the first business day following the date the information about launching is published at www.arbitrage.am.

Article 4. Time Limits

- The time limits for the Arbitral Institution, the Secretariat, the arbitral tribunal or the parties to take certain actions shall be governed by the Law or the Rules. In the event no time limit is set out in the Law or the Rules for certain acts, the term shall be determined by the Arbitral Institution, the Secretariat or the arbitral tribunal, proceeding from reasonable expectations.
- The time limits shall start to run on the day following the date or the event such time limit had been specified to commence.
- Non-business days shall be included in calculating a period of time. If the last day of such a period is a non-business day, the period of time shall expire on the following business day.
- Any document, submitted to the entity having license for postal communication activities by the end of the twenty-four hours of the last day of the time limit, shall be deemed to have been submitted on time.

Article 5. Representation

Each party may be represented by persons chosen by it. The names and addresses of such persons must be communicated to all parties and to the arbitral tribunal. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require from such person a proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

Commencement of Arbitral Proceedings

Article 6. Request for Arbitration

- A party wishing to have recourse to arbitration under the Rules shall submit its Statement of Claim to the Secretariat. The Secretariat shall notify the respondent of the receipt of the Statement of Claim and the date of such receipt.
- The date on which the respondent receives the notification on submission of the Statement of Claim to the Secretariat shall be deemed to be the date of the commencement of the arbitral proceedings.

- The Statement of Claim shall contain the following information:
 1. the name in full, address and other contact details of each of the parties;
 2. the name in full, address and other contact details or such specifications of any person(s) representing the claimant in the arbitration;
 3. a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made;
 4. a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of the claim;
 5. any relevant agreement and, in particular, the arbitration agreement(s);
 6. The relevant draft agreement shall be annexed to the Statement of claim on enforcing a party to enter into such an agreement;
 7. where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;
 8. any observations or proposals concerning the number of arbitrators, their choice and nomination in accordance with Article 14 of the Rules, except for the event the case is examined in simplified proceedings;
 9. any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration, if any;
 10. list of documents annexed to the Statement of Claim.

The claimant may submit such other documents or information with the Statement of Claim as it considers appropriate or as may contribute to the efficient resolution of the dispute.

- The receipt certifying payment of fees defined by the Appendix “On Arbitration Costs and Fees” shall be annexed to the Statement of Claim.
- In the event that the claimant fails to comply with either of these requirements, the Secretariat may fix a time limit within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant’s right to submit the same claim at a later date in another Statement of claim.
- Once the Secretariat has received sufficient copies of the Statement of Claim and the documents annexed thereto, as well as the required registration fee, the Secretariat shall notify thereabout to the respondent for its Answer to the Statement of Claim.

Article 7. Answer to the Statement of Claim, counterclaims, change of claim subject and basis

- Within 30 days upon the receipt of the Statement of Claim from the Secretariat, and within 7 days - in the event of simplified proceedings, the respondent shall submit an Answer which shall contain the following information:
 1. its name in full, address and other contact details;
 2. the name in full, address and other contact details of any person(s) representing the respondent in the arbitration;
 3. a description of the nature and circumstances of the dispute and its arguments concerning the justification of the claim;
 4. its response to the relief sought;
 5. any observations or proposals concerning the number of arbitrators, their choice and nomination in accordance with Article 14 of the Rules, except for the event the case is examined in simplified proceedings;
 6. any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration, if any;
 7. list of documents annexed to the Statement of Claim.

The respondent may submit such other documents or information with the Answer as it considers appropriate or as may contribute to the efficient resolution of the dispute.

- The Secretariat may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and, where required by Articles 14 of the Rules, the choice of an arbitrator.
- The Secretariat shall provide the Answer and the documents annexed thereto to all other parties.
- Any counterclaims made by the respondent shall be submitted with the Answer and within the time limit defined for submission of the Answer.
- A counterclaim shall be submitted in accordance with the procedure for submitting a statement of claim as established by the Rules. Regulations defined by the Rules for the claim shall be applied to the counterclaim, unless otherwise is established.
- The claimant shall submit an answer to any counterclaim within 20 days from the date of receipt of the counterclaim communicated by the Secretariat, and within 7 days - in the event of simplified proceedings.
- The answer to any counterclaim shall be submitted in accordance with the procedure for submitting an answer as established by the Rules.
- The claimant may change the subject and the basis of the claim or any of them before the arbitral tribunal declares the proceedings completed.
- In the sense of the Rules, the change of the subject of the claim by the claimant is the substitution of the material and legal claim to the respondent by another claim, altering or supplementing the claim, including adding or reducing the amount of claims.
- In the sense of the Rules, the change of the basis of the claim is the substitution of the facts laid down at the basis of the claim by other facts as well as specifying the scope of the facts laid down at the basis of the claim by adding or reducing it.

- In the event the Claimant changes the subject and the ground of the claim or each of them, the Respondent, shall, within 20 days upon getting notified thereof, and within 7 days in the event of simplified proceedings, submit its answer with regard to the changed Statement of Claim.

Article 8. Effect of the Arbitration Agreement

- If the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.
- By agreeing to arbitration under the Rules, the parties have accepted that the arbitration shall be administered by the Arbitral Institution even if the arbitration agreement does not clearly specify that the arbitration shall be submitted to the Arbitral Institution.
- By agreeing to arbitration to be administered by the Arbitral Institution, the parties have accepted that:
 1. The arbitration shall be administered under the Rules, even if the arbitration agreement does not specify that the arbitration shall be administered under the Rules;
 2. The arbitral tribunal conducting the arbitration shall be formed exclusively from the list of arbitrators of the Arbitral Institution;
 3. The dispute shall be resolved as per the norms of the Republic of Armenia substantive law, unless the arbitration agreement specifies the applicable law.
- In all those cases when in accordance with the Rules the Arbitral Institution reserves the right to resolve a specific issue, it shall be deemed that the parties have authorized the Arbitral Institution to resolve the respective issue. The decision made by the Arbitral Institution shall be deemed to be the agreement between the parties on the issue.

Article 9. Validity of the Arbitration Agreement. Jurisdiction

- The arbitral tribunal shall be entitled to and in case of contestation of an arbitration agreement shall primarily examine and make a decision as to its own jurisdiction, including the existence of an arbitration agreement or its validity. For this purpose, the arbitration clause which constitutes an integral part of the agreement, shall be construed as a separate agreement – apart from the other provisions of the agreement. The decision made by the arbitral tribunal on the agreement being as null and void shall not lead to or cause the arbitration clause to be recognized as invalid.

- A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than the submission of the answer to the claim. The fact that a party has chosen or participated in choosing an arbitrator, shall not deprive it of the right to raise such a plea. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
- A plea that the arbitral tribunal lacks jurisdiction shall not preclude the Arbitral Institution from administering the arbitration.
- The arbitral tribunal shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if the arbitral tribunal is satisfied that an arbitration agreement may exist in accordance with the Rules. In particular:
 1. where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to Article 10 of the Rules, with respect to which the arbitral tribunal is satisfied that an arbitration agreement under the Rules that binds them all may exist; and
 2. where claims are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the arbitral tribunal is satisfied:
 - that the arbitration agreements under which those claims are made may be compatible, and
 - that the arbitration agreements under which those claims are made may be compatible, and
- Where the arbitral tribunal has decided that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.
- If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.

Multiple Parties and Consolidation

Article 10. Joinder of an Additional Party

- At the request of a party, the arbitral tribunal may order the joinder of an additional party to the arbitration provided all parties, including the additional party, agree. Any such order shall take account of all relevant circumstances, including the stage reached in the arbitration. Such a request shall be addressed together with the Statement of claim or the Answer to the Statement of claim, as the case may be, or, if a party becomes aware at a later stage of circumstances that it considers relevant for a joinder, within 15 days after acquiring that knowledge, and within 7 days - in the event of simplified proceedings.

- The Request for joinder shall contain the following information:
 1. the case reference of the existing arbitration;
 2. the name in full, description, address and other contact details of each of the parties, including the additional party; and
 3. the information specified in Article 6, Clause 3, items ii-vii.
- The party filing the Request for joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.
- The provisions of Article 6, Clauses 4 and 6 shall apply, mutatis mutandis, to the Request for joinder.
- The additional party shall submit an answer in accordance, mutatis mutandis, with the provisions of Article 7, Clauses 1-4 of the Rules. The additional party may submit claims against any other party in accordance with the provisions of Article 7, Clauses 5 and 6 of the Rules.

Article 11. Consolidation

Where an arbitration is commenced that concerns a subject matter substantially related to that in dispute in other arbitral proceedings pending under these Rules or involving the same parties, the Arbitral Institution may order, after consulting with all concerned parties and the arbitral tribunal appointed in the pending proceedings, to consolidate the new arbitration with the pending proceedings. Such consolidation shall take into account all relevant circumstances, including the stage reached in the pending proceedings.

Interim Measures

Article 12. Interim Measures of Protection and Security for Claims and Costs

- At the request of a party, the arbitral tribunal may issue any provisional orders or take other interim measures it deems necessary, including injunctions and measures for the conservation of goods which form part of the subject matter in dispute, such as an order for their deposit with a third person or for the sale of perishable goods. The arbitral tribunal may make the granting of such measures subject to appropriate security being furnished by the requesting party.
- At the request of a party, the arbitral tribunal may order the other party to provide security, in a form to be determined by the arbitral tribunal, for the claim or counterclaim, as well as for costs referred to in Article 41 of the Rules.
- Measures and orders contemplated under this Article may take the form of an interim award.

- Requests addressed by a party to a judicial authority for interim measures or for security for the claim or counterclaim, or for the implementation of any such measures or orders granted by the arbitral tribunal, shall not be deemed incompatible with the Arbitration Agreement, or deemed to be a waiver of that Agreement.

The Arbitral Tribunal

Article 13. General Provisions on the Arbitral Tribunal

- Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration.
- A prospective arbitrator, except for cases of simplified proceedings, shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality.
- The Secretariat shall inform the parties about all pleas received from the prospective arbitrator, by fixing a time limit for any comments with regard thereto.
- An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in Clause 2 of this Article concerning the arbitrator's impartiality or independence which may arise during the arbitration.
- The decisions of the Court as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final, and the reasons for such decisions shall not be communicated.
- By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.

Article 14. Composition of the Arbitral Tribunal

- The number of arbitrators shall be agreed by the parties and it shall be an odd number. If an arbitration agreement specifies that the arbitral tribunal shall consist of an even number of arbitrators, the number of the arbitrators shall be added up by one. In that case, the arbitrator to be added, shall be appointed by the Arbitral Institution.
- Where the parties have not agreed on the number of arbitrators, the arbitral tribunal shall consist of three arbitrators.
- If an arbitral tribunal consists of more than one arbitrator, each of the parties shall choose an equal number of arbitrators. The parties may also request the Arbitral Institution to appoint the arbitrators instead of them.

- If within the period of time agreed upon by the parties under the Rules, either the claimant or the respondent do not nominate candidates for appointment as arbitrators, then the arbitrators shall be appointed by the Arbitral Institution which will choose them from its list of arbitrators.
- If two or more claimants or respondents are involved in the case and if the case should be heard by more than one arbitrator, then the claimants and the respondents shall jointly choose an equal number of arbitrators. If the claimants and the respondents do not agree on the joint choice of the arbitrators, then the Arbitral Institution shall appoint the arbitrators instead of them.
- If an arbitral tribunal consists of more than one arbitrator, the presiding arbitrator shall be chosen by the chosen arbitrators, and if they fail to reach an agreement over the issue of choice of the presiding arbitrator within two weeks, the presiding arbitrator shall be appointed by the Arbitral Institution.
- If the case has been taken up by a sole arbitrator, the latter shall be chosen jointly by the parties. The parties may also request the Arbitral Institution to choose a sole arbitrator instead of them. If the parties fail to choose a sole arbitrator within a period of one month, the Arbitral Institution shall appoint the sole arbitrator from the list of arbitrators.
- Cases of simplified proceedings shall be examined by the sole arbitrator, who shall be appointed by the Arbitral Institution from the list of arbitrators within 3 days upon receipt of the answer to the Statement of Claim or expiration of the time limit for submission of the answer to the Statement of Claim.
- The arbitral tribunal shall be deemed to have been established from the moment when all the arbitrators are approved upon their choices, statements and positions of the parties concerned and, in cases provided for by the Rules, shall be appointed by the Arbitral Institution and for the cases of simplified proceedings – since the time the Arbitral Institution appoints the sole arbitrator.
- The arbitral tribunal, within two weeks, and for the cases of simplified proceedings – within three days, after its establishment, shall make a decision on commencement of the arbitral proceedings. If the arbitral tribunal has been changed in accordance with the procedure under Article 17 of the Rules, no additional decision shall be made on commencement of the arbitral proceedings.

Article 15. Challenge of Arbitrators

- Any arbitrator may be challenged by a party if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, in particular, if it may be presumed that the arbitrator is directly or indirectly interested in the outcome of the proceedings.
- The parties shall submit to the Secretariat and, upon establishment of the arbitral tribunal, also to the latter a written statement challenging an arbitrator within fifteen days since the time the party became aware of the bases for the challenge. The statement of a challenge that is submitted later than the time period specified in this clause, shall be subject to review in case the delay is justified.

- If the challenged arbitrator does not withdraw within one week or within the same time period the other party(ies) does not (do not) agree to the challenge, the decision on the challenge shall be made by the other members of the arbitral tribunal within one week. If they do not reach an agreement or if it is the sole arbitrator who has been challenged, or if the arbitral tribunal is not established yet, then the decision on the challenge shall be made by the Arbitral Institution.
- The arbitrator may voluntarily withdraw.

Article 16. Termination of Arbitrators' Authority

- In case the parties agree on terminating an arbitrator's authorities, or if an arbitrator is not able to fulfill its functions de jure or de facto, or is not fulfilling those functions due to other reasons, without any undue delay his/her authorities shall terminate via withdrawal or challenge of the arbitrator.
- In all those cases when the parties disagree on any of the grounds specified under clause 1 of this Article, any party may resort to court defined by law to resolve the issue of terminating the arbitrator's authorities.
- An arbitrator's authorities shall terminate upon death (including upon acceptance by the court of the arbitrator's death), or upon being recognized by the court as incapable or partially capable of work.

Article 17. Replacement of Arbitral Tribunal

- In the event that an arbitrator has either been challenged, withdrawn or has not been able to participate in the proceedings, the party who had appointed the arbitrator subject to replacement shall appoint a substitute arbitrator within two weeks after it becomes known and if the party fails to appoint a substitute arbitrator within the mentioned time limit, then the substitute arbitrator shall be appointed by the Arbitral Institution. If the arbitrator subject to replacement had been appointed by the Arbitral Institution or chosen by the other arbitrators, then a substitute arbitrator shall be appointed by the Arbitral Institution or chosen by the other arbitrators respectively within two weeks. If other arbitrators do not reach consent on the choice of the substitute arbitrator, then the latter shall be appointed by the Arbitral Institution. The chosen substitute arbitrator shall be approved by the regulations defined in the article 13-14 of the Rules.
- If necessary or in consideration of the opinions of the parties, the replaced arbitral tribunal may review the issues related to the proceedings and discussed during prior oral hearings that took place before the replacement of the tribunal.

Arbitral Proceedings

Article 18. Transmission of the File to the Arbitral Tribunal

The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the Secretariat at this stage has been paid.

Article 19. Place of the Arbitration

- The Arbitral Institution is located and the hearings are conducted in the city of Yerevan.
- The arbitral tribunal may, after consultation with the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.

Article 20. Rules Governing the Proceedings

- The dispute before the arbitral tribunal shall be examined pursuant to the procedure established under the Law and the Rules. When examining disputes that cannot be settled via the aforementioned measures, the arbitral tribunal shall adopt such method as it considers appropriate. The arbitral tribunal shall act fairly and shall ensure that the parties have equal opportunities to protect their interests.
- On behalf of the Arbitral Institution, the Chairperson of the Arbitral Institution shall exercise the functions conferred upon the Arbitral Institution under the Rules.

Article 21. Language of the Arbitration

Armenian shall be the language of arbitration. If the parties agree, the arbitration shall be conducted in a foreign language, provided that the arbitrators chosen under the Rules are fluent in the language specified under the arbitration agreement.

Article 22. Applicable Law

- The arbitral tribunal shall examine the disputes as per the norms of the respective substantive law agreed upon by the parties, and unless the parties have agreed upon the applicable law, the norms of the Republic of Armenia substantive law shall apply.
- The arbitral tribunal shall take account of the terms of any relevant contract between the parties and of any relevant trade usages.
- Notwithstanding the applicable law, the arbitral tribunal shall examine the disputes *ex aequo et bono* if the parties agree it to do so. However, the arbitral tribunal shall act without prejudice to the public order of the Republic of Armenia.

Article 23. Conduct of the Arbitration

- The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.

- In order to ensure effective case management, the arbitral tribunal, after consulting the parties, may adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties.
- In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
- The parties undertake to comply with any order made by the arbitral tribunal.

Article 24. Evidence

- The arbitral tribunal shall determine the admissibility, relevance, credibility, materiality and weight of evidence.
- At any time during the arbitration, the arbitral tribunal may, at the request of a party or on its own motion, order a party to present such documents or other evidence as it considers necessary, and may order a party to make available to the arbitral tribunal or to an expert appointed by it or to the other party any property in its possession or control for inspection, study or experiment, as well as, for getting acquainted at the site with the documents and other materials relevant to the case as per the other party's or the expert's opinion.

Article 25. Experiments

- A party may give notice to the arbitral tribunal and to the other party at any reasonable time before a hearing that experiments have been conducted on which it intends to rely. The notice shall specify the purpose of the experiment, a summary of the experiment, the method employed, the results and the conclusion. The other party may by notice to the arbitral tribunal request that any or all such experiments, if practically possible, be repeated in its presence. If the arbitral tribunal considers such request justified, it shall determine the schedule for the repetition of the experiments.
- For the purposes of this Article, "experiments" shall also include tests or other processes of verification.

Article 26. Site Visits

The arbitral tribunal may, at the request of a party or on its own motion, inspect or require the inspection of any site, property, machinery, facility, production line, model, product or any other evidence related to the case as it deems appropriate. If the arbitral tribunal grants such a request, it shall determine the schedule and necessary arrangements for the inspection.

Article 27. Hearings

- If either party so requests, the arbitral tribunal shall hold a hearing for verbal arguments of the Parties, the presentation of evidence by witnesses, including expert witnesses, or due to other necessity. In the absence of a request, the arbitral tribunal shall decide whether or not to hold such a hearing or hearings. If no hearings are held, the proceedings shall be conducted on the basis of the documents and other presented materials alone.
- In the event of a hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
- Unless the parties have agreed otherwise, all hearings shall be in private.
- The arbitral tribunal shall determine whether and, if so, in what form a record shall be made of any hearing.
- Hearings on simplified proceedings are not conducted, and the examination of those cases is carried out in written procedure, on the basis of submitted documents and other materials, unless otherwise provided by the arbitral tribunal decision.

Article 28. Witnesses

- Before any hearing, the arbitral tribunal may require either party to give notice of the identity of witnesses it wishes to call.
- At its discretion, the arbitral tribunal may limit or refuse the appearance of any witness on the grounds of redundancy and irrelevance to the case.
- Any witness who gives oral evidence may be questioned, under the control of the arbitral tribunal, by each of the parties. The arbitral tribunal may pose questions at any stage of the examination of the witnesses.
- The testimony of a witness may, either at the choice of a party or as directed by the arbitral tribunal, be submitted in written form, whether by way of signed statements, sworn affidavits or otherwise, in which case the arbitral tribunal may recognize the testimony as conditionally admissible provided that the witness shall be available for oral testimony.
- A party shall be responsible for the practical arrangements, costs and availability of any witness it calls.
- The arbitral tribunal shall determine whether any witness shall retire during any stage of the proceedings, particularly during the testimony of other witnesses.

Article 29. Experts Appointed by the Arbitral Tribunal

- The arbitral tribunal may, after consultation with the parties during the hearings, appoint one or more independent experts or an organization to report a conclusion to it on specific issues designated by the tribunal. A copy of the expert's terms of reference (inter alia that of the employee of the appointed organization), established by the arbitral tribunal, having regard to any observations of the parties, shall be communicated to the parties. Any such expert shall be required to sign an appropriate confidentiality undertaking.

- Upon receipt of the expert's conclusion, the arbitral tribunal shall communicate it to the parties, which shall be given the opportunity to express their opinion on the conclusion. A party may examine any document which has served a basis for the expert while drafting such a conclusion.
- At the request of a party, the parties shall be given the opportunity to question the expert at a hearing. At this hearing, the parties may present expert witnesses to testify on the points at issues.
- The expert conclusion on the subject issues shall be subject to the arbitral tribunal's assessment in the context of all the circumstances of the case, unless the parties have agreed that the expert's conclusion shall be conclusive in respect of any specific issue.

Article 30. Default

- The arbitral tribunal may proceed with the arbitration and make the award if a party, without showing good cause, fails to avail itself of the opportunity to present its case within the period of time determined by the arbitral tribunal.
- If a party, without showing good cause, fails to comply with any provision of, or requirement under, these Rules or any direction given by the arbitral tribunal, the tribunal may draw the inferences therefrom as it considers appropriate.

Article 31. Closure of Proceedings

- If hearings are held, then the arbitral tribunal shall declare the proceedings closed when it finds that the parties have had an adequate opportunity to present their positions and evidence.
- The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to re-open the proceedings it declared to be closed at any time before the award is made.

Awards of the Arbitral Tribunal

Article 32. Decision-Making

Unless the parties have agreed otherwise, where there is more than one arbitrator, any award, order or other decision of the arbitral tribunal shall be made by a majority. In the absence of a majority, the presiding arbitrator shall make the award, order or other decision as if acting as sole arbitrator.

Article 33. Form and Notification of Awards

- The arbitral tribunal may make separate awards on different issues at different times.
- The award shall be in writing and shall state the date on which it was made, as well as the place of arbitration.

- The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons should be stated.
- The award shall be signed by the arbitrator or arbitrators. The signature of the award by a majority of the arbitrators, or, in the case of Article 32 of the Rules, by the presiding arbitrator, shall be sufficient. Where an arbitrator refuses to sign, the award may state the reason for the refusal to sign the award.
- The award shall be communicated by the arbitral tribunal to the Secretariat in a number of originals at least sufficient to provide one for each party and the Arbitral Institution.
- At the request of a party, the Secretariat shall provide it, at cost, with a certified copy of the award. Such a certified copy shall be deemed to comply with the requirements of Article IV(1)(a) of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, June 10, 1958.

Article 34. Time Period for Delivery of the Final Award

- The arbitration shall, wherever reasonably possible, be heard and an award shall be made within not more than nine months after either the delivery of the Answer or the establishment of the arbitral tribunal, whichever occurs the latest, and for the cases of simplified proceedings – within one month thereafter.
- If the final award is not made within the time limit specified in the paragraph 1 of this Article, the arbitral tribunal shall send to the Secretariat a written explanation of the reasons for the delay, with a copy to each party. Further explanations shall be sent to the Secretariat and a copy to each party, at the end of each following period of one month until the final award is made.

Article 35. Effect of Award

- By agreeing to arbitration under these Rules, the parties undertake to carry out the award without any delay, and waive their right to any form of appeal, insofar as such a waiver may validly be made under the applicable law.
- The award becomes effective and binding for the parties since the time of being made.

Article 36. Settlement or Other Grounds for Termination

- The arbitral tribunal may suggest that the parties explore settlement at such times as the arbitral tribunal may deem appropriate.
- If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall terminate the arbitration and, if requested jointly by the parties, record the settlement in the form of a consent award. The arbitral tribunal shall not be obliged to give reasons for such an award.

- If, before the award is made, the continuation of the arbitration becomes unnecessary or impossible for any reason not mentioned in Clause 2 of this Article, the arbitral tribunal shall inform the parties of its intention to terminate the arbitration. In such case the arbitral tribunal shall issue an order on terminating the arbitration, unless a party raises justifiable grounds for objection within a period of time to be determined by the arbitral tribunal.
- The consent award or the order for termination of the arbitration shall be signed by the arbitrator or arbitrators in accordance with Article 33 of the Rules, and shall be communicated by the arbitral tribunal to the Secretariat in such number of originals at least sufficient to provide one for each party and the Arbitral Institution.

Article 37. Correction and Interpretation of the Award. Additional Award

- Within 60 days after the receipt of the award, unless otherwise agreed by the parties:
 1. A party, giving a notice to the other party, may apply to the arbitral tribunal with a request to correct in the award any numerical, typographical or writing errors, or any error of similar nature;
 2. A party, giving a notice to the other party, may apply to the arbitral tribunal with a request to interpret any specific clause or section of the award;
 3. Within 30 days after the receipt of such a request and in case of it being considered as justified, the arbitral tribunal shall make the relevant corrections or shall provide a relevant interpretation. Such corrections or interpretation shall become an integral part of the award.
- On its own initiative, the arbitral tribunal may correct any errors specified under Clause 1, item 1 of this Article within 30 days after the date of the award.
- Unless otherwise agreed by the parties, within 60 days after the receipt of the award, a party, giving a notice to the other party, may apply to the arbitral tribunal with a request to make an additional award as to the claims presented within the arbitral proceedings but not reflected in the award. If the arbitral tribunal considers the request to be justified, it shall make the additional award within 60 days after the receipt of the request.
- If needed, the arbitral tribunal may extend the periods of time for error correction, interpretation or additional award specified under Clauses 1 or 3 of this Article.

Costs

Article 38. Fees of the Arbitral Court

- A Statement of claim or a counterclaim may be submitted to the Secretariat provided that a non-refundable administration fee is paid. The amount of the administration fee shall be fixed in the Appendix "On Arbitration Costs and Fees" applicable on the date on which the Statement of claim or the counterclaim is received by the Secretariat.

- A Statement of claim or a counterclaim for the cases of simplified proceedings may be filed to the Secretariat on the condition that the arbitration fee is paid. The amount of the arbitration fee is set out in the Appendix “On Arbitration Costs and Fees”, applicable to the date of receipt of the Statement of claim or the counterclaim by the Secretariat respectively. No administration fee shall be paid for the cases of simplified proceedings.
- No action shall be taken by the Secretariat on a Statement of claim or counterclaim until the administration fee, and for the cases of simplified proceedings – the arbitration fee has been paid.
- In case of changing the subject of the claim, if the amount of arbitration fee payable increases, such amendment shall not be deemed to have been made until the outstanding portion of the arbitration fee is paid. The arbitral tribunal shall timely notify the Secretariat of the application submitted for the change of the subject of the claim.
- If the subject of the claim has been changed in such a way that an excess amount of arbitration fee has occurred, the overpayment will not be refunded.

Article 39. Deposits

- After establishment of the arbitral tribunal for the cases of simplified proceedings and upon receipt of the notification from the Secretariat of such establishment, the claimant and the respondent shall each deposit an equal amount as an advance for the costs of arbitration referred to in Article 40 of the Rules. The amount of the deposit shall be determined by the Secretariat.
- In the course of the arbitration, the Secretariat may require that the parties increase the deposits.
- If the required deposits are not paid in full within 7 days after the receipt of the corresponding notification, the Secretariat shall communicate to the parties so that any of them makes such payment. If the required deposits are not paid within 7 days after the receipt of the corresponding notification by the Secretariat, the respective Statement of claim or the counterclaim shall be deemed as taken back.
- Where the amount of the counterclaim greatly exceeds the amount of the claim or involves the examination of significantly different matters, or where it otherwise appears appropriate in the circumstances, the Secretariat at its discretion may demand two separate deposits on account of claim and counterclaim. If separate deposits are established, the totality of the deposit on account of claim shall be paid by the claimant and the totality of the deposit on account of counterclaim shall be paid by the respondent.
- After the award has been made, the Secretariat shall, in accordance with the award, present a report to the parties on the deposits received and return any unexpended balance to the parties or require the payment of any amount owing from the parties.

Article 40. Award of Costs of Arbitration

- In its award, the arbitral tribunal shall fix the costs of arbitration, which shall consist of:
 1. the arbitration fees, defined by the Appendix “On Arbitration Costs and Fees”, which is applicable as of the date the Secretariat receives the Statement of claim or the counterclaim;
 2. the properly incurred travel, communication and other expenses of the arbitrators;
 3. the costs of expert advice and such other assistance required by the arbitral tribunal pursuant to these Rules; and
 4. other expenses as are necessary for the conduct of the arbitration proceedings, such as the costs of arranging meetings, hearings and other expenses.
- The aforementioned costs shall, as far as possible, be debited from the deposits required under Article 39 of the Rules.
- The arbitral tribunal shall, unless otherwise agreed between the parties, apportion the costs of arbitration and administration fees between the parties in the light of all the circumstances and the outcome of the arbitration.

Article 41. Award of Costs Incurred by a Party

In its award, the arbitral tribunal may, subject to any contrary agreement by the parties and in the light of all the circumstances and the outcome of the arbitration, confiscate from a party for the benefit of the other party the expenses incurred by the latter, including those incurred for legal representatives and witnesses.