

**RULES  
OF THE COURT OF ARBITRATION  
AT THE POLISH CHAMBER OF COMMERCE  
in Warsaw**

**Chapter I  
General provisions**

**§ 1. General regulations**

1. The Court of Arbitration at the Polish Chamber of Commerce (PCC) in Warsaw, hereinafter referred to as “the Arbitration Court”, “the Court” or “the Arbitration Court at the PCC”, is a permanent arbitration court.
2. Warsaw shall be the seat of the Court.
3. Internal organisation and operation of the Court are regulated by the Statute of the Court resolved by the Presidium of the PCC.
4. The Court bears the following official names in foreign languages:  
Court of Arbitration at the Polish Chamber of Commerce – in English;  
Cour d’Arbitrage près de la Chambre Polonaise de Commerce – in French;  
Schiedsgericht bei der Polnischen Wirtschaftskammer – in German;  
Арбитражный Суд при Полской Хозяйственной Палате – in Russian.
5. The Court employs a round seal containing its name and the denomination of its seat.

**§ 2. Jurisdiction**

1. The Arbitration Court shall be competent if – under a valid arbitration agreement – the parties submit disputes, which have arisen or may arise between them, in connection with a specific contractual or non-contractual legal relationship, for settlement by this Court. The Court shall also be competent if the parties have decided the disputes to be settled by ad hoc arbitration proceedings administered by the Arbitration Court at the PCC.
2. In the ad hoc arbitration proceedings the provisions included in the Rules of the Arbitration Court at the PCC apply, unless the parties agree otherwise.
3. The Arbitral Tribunal and the Mediator are competent in determining the jurisdiction of the Court as well as deciding the existence, validity and scope of the arbitration agreement.
4. Objection as to lack of the jurisdiction of the Court must be raised before any step is taken in relation to the merits of the case.
5. In the event that the Court lacks jurisdiction, the statement of claim shall be dismissed at a hearing or at a closed meeting. Mediation proceedings are conducted upon a motion addressed to the Court to commence proceedings aimed at amicable conclusion of a dispute; upon a mediation agreement including a description of the subject matter of mediation by the parties or upon a ruling by a state court directing the parties for the mediation proceedings.

### **§ 3. Substituting appointment**

The Arbitral Council is the substituting appointment authority.

### **§ 4. Place of the arbitration proceedings**

1. Warsaw shall be the place of the arbitration proceedings, unless the parties agree otherwise.
2. The Arbitral Tribunal may determine another locality as the place of the arbitration proceedings upon request of either party, should it be eligible with regard to the circumstances of the case.
3. The meetings of the Arbitral Tribunal, hearings and other activities may, at the order of the Arbitral Tribunal, take place outside the seat of the Court or the place of the arbitration proceedings.

### **§ 5. Rules of procedure**

1. Unless the parties agree otherwise, they are bound by the Rules in force as of the day of concluding the agreement submitting disputes for the settlement by the Court of Arbitration. In each and every case the Arbitral Tribunal, applying the provisions of the Rules, takes into account the provisions of the arbitral agreement, as well as the principles and the method of proceedings before the Court agreed by the parties.
2. The Arbitral Tribunal is obliged to act impartially, allowing the parties a proper presentation of the circumstances essential for defending their rights.

### **§ 6. Applicable substantive law**

1. The Arbitral Tribunal shall settle a dispute pursuant to the governing law for the specific contractual relationship or – if expressly so authorized by the parties – pursuant to the general rules of law or the rules of equity (*ex aequo et bono*).
2. In each and every case, the Arbitral Tribunal shall take into account the provisions of the agreement and established usages applicable to the particular contractual relationship.

### **§ 7. Service of written statements in arbitration proceedings**

1. Any written statement in arbitration proceedings shall be deemed served, had it been handed to a particular addressee, served to the place of their business, their usual residence or to their postal address.
2. Where the addressee is an entrepreneur listed in an appropriate court register or other public register, a written statement shall be deemed served, had it been delivered to the address indicated in the register, unless the party indicates another address for mail delivery.
3. Where none of the places mentioned in the above paragraphs can be determined despite diligent efforts, the written statement shall be deemed served, if it had been sent to the last known seat or the place of the addressee's usual stay. In such case a

written statement shall be deemed served on the last day of the period in which the correspondence could have been received by the addressee.

#### **§ 8. Excluding the possibility of raising objections**

Should either party be aware of the fact that the provisions of the Rules had not been observed and nevertheless take part in arbitration proceedings without immediately raising the objection, it shall be deemed to have waived the right to raise objections in the future. The aforementioned provision does not apply to provisions of law in force of the place of arbitration proceedings.

#### **§ 9. Liability**

The PCC and its employees, as well as the arbitrators and the Court's employees shall not be liable for any damages resulting from activities or omissions in connection with the arbitration proceedings, unless the damage had been done intentionally.

#### **§ 10. Due diligence principle**

In each and every case both the Court and the Arbitral Tribunal shall act with due diligence so that the award is enforceable in accordance with the relevant provisions concerning the recognition and enforcement of the arbitration court awards.

#### **§ 11. The List of Arbitrators and the List of Mediators**

1. The Court maintains the "List of Arbitrators of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw", hereinafter referred to as the "List of Arbitrators", and the "List of Mediators of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw", hereinafter referred to as the "List of Mediators".
2. The "List of Arbitrators" and the "List of Mediators" shall consist only of persons having full capacity to perform legal acts, to exercise the public rights, and of impeccable character.
3. Entering persons into the "List of Arbitrators" and the "List of Mediators", as well as deleting persons from those lists is decided by the Arbitral Council upon a motion by the President of the Court.
4. Both lists specified in section 1 include arbitrator's or mediator's first and last name, description and place of occupation, knowledge of foreign languages and other information for the internal use of the Court.
5. The "List of Mediators" is the list of permanent mediators as in the Code of Civil Procedure and is subject to the relevant provisions.
6. The President of the Court and the members of the Arbitral Council must not perform functions of arbitrators and mediators upon a substitute nomination. Moreover, they must not appear before the Court as legal representatives of a party to the proceedings.
7. A person enlisted in the "List of Arbitrators" must not appear before the Court as a legal representative of a party to the proceedings.

## **Chapter II Arbitrators and Mediators**

### **§ 12. Qualifications of arbitrators and mediators**

1. An arbitrator/mediator must be a natural person having the capacity to perform legal acts and to exercise public rights.
2. An arbitrator/mediator shall be impartial and independent, performing his function pursuant to his best knowledge and skills, in accordance with the “Code of Ethics for Arbitrators of the Court of Arbitration at the PCC in Warsaw”.
3. An arbitrator may not accept the function if, in a given case, justifiable doubts exist with regard to his impartiality or independence.
4. 4. An arbitrator/mediator must disclose to the arbitrators, mediators and the parties:
  - a) the fact of having been nominated three times by the same party within the last three years;
  - b) the fact of remaining in a contractual relationship involving performing legal services in the interest of a law office maintaining the same kind of a relationship with a legal representative of a party.
5. A mediator may not participate in arbitration proceedings which had been subject to mediation proceedings as an arbitrator or legal representative of a party to the proceedings unless the parties agree otherwise.

### **§ 13. The parties’ right to appoint arbitrators**

1. The parties may appoint as an arbitrator a chosen natural person; however, the sole arbitrator and the chairman of the Arbitral Tribunal shall be appointed and nominated from among the persons entered in the “List of Arbitrators”.
2. The appointment of arbitrators shall be conducted in accordance with the provisions of these Rules.

### **§ 14. The Arbitral Tribunal**

1. “The Arbitral Tribunal” means the arbitrators or a sole arbitrator appointed to settle a dispute in accordance with the provisions of the arbitral agreement and the Rules of the Arbitration Court.
2. The Arbitral Tribunal consists of three arbitrators. The Arbitral Tribunal consists of a sole arbitrator where the parties so agreed.

### **§ 15. Principles of appointing arbitrators**

1. Where the Arbitral Tribunal consists of three arbitrators, the Secretary General of the Court calls upon the parties to appoint one arbitrator each within the period not

exceeding 21 days. The Secretary General of the Court shall send the List of Arbitrators to each party. The parties may appoint as an arbitrator a person not entered in the List of Arbitrators. In the event that a party does not appoint an arbitrator, the appointment shall be made by the Arbitral Council.

2. The Secretary General of the Court shall call upon the arbitrators appointed by the parties or by the Arbitral Council on behalf of a party, to appoint the chairman of the Arbitral Tribunal within the period of 14 days. In the event that the chairman of the Arbitral Tribunal is not appointed by the arbitrators, the appointment shall be made by the Arbitral Council.
3. Where the Arbitral Tribunal consists of one arbitrator, the Secretary General of the Court calls upon the parties to appoint the arbitrator within the period specified in section 1. In the event that the arbitrator is not appointed by the parties, the appointment shall be made by the Arbitral Council.

#### **§ 16. Joinder of parties**

1. Where there is a joinder of parties, whether as claimant or as defendant, the parties jointly appoint one arbitrator within the period specified in § 15 section 1.
2. Where the arbitrator had not been appointed by the party within the period specified in section 1, the appointment is made by the Arbitral Council.
3. All notices and any other written statements by the Court and the parties are addressed to all persons acting as either party.

#### **§ 17. Arbitrator's contract**

1. An arbitrator concludes an "Arbitrator's Contract" with the Court thereby pledging to properly perform the function of an arbitrator upon remuneration and submits a written statement on his impartiality and independence. An arbitrator shall disclose any circumstances which may give rise to justifiable doubts as to his impartiality or independence.
2. The arbitral fee is divided between the Court and the arbitrators according to the principles specified in the Statute of the Court.
3. In case of a refusal or inability to conclude a contract referred to in section 1, the procedure specified in § 15 applies accordingly; however, in case of a repeated refusal or inability to conclude a contract, the Arbitral Council shall appoint an arbitrator from the List of Arbitrators.

#### **§ 18. Challenge of an arbitrator**

1. A party may challenge an arbitrator where justifiable doubts exist as to his impartiality and independence. Through the Secretary of the Court, the party then addresses the Arbitral Council with a written notice of challenge specifying the reasons on which the challenge is based.
2. A party may challenge an arbitrator within 14 days from the date of obtaining information on which the challenge is based. After the expiry of that period, a party shall be deemed to have waived the right to challenge an arbitrator on that basis.

3. A party which appointed or participated in the appointment of the arbitrator may challenge the arbitrator exclusively upon the reasons which became known to it after the nomination had been made.
4. The Secretary General of the Court shall serve a copy of a challenge of an arbitrator to the other party and the remaining arbitrators along with a request to take a position with regard to its content within a period established by the Secretary General of the Court.
5. The Arbitral Council shall decide on the challenge in the form of a decision, the reasons for which need not be specified.
6. The challenge of an arbitrator does not affect the course of the proceedings unless the Arbitral Tribunal decides otherwise.

#### **§ 19. Replacement of an arbitrator and continuation of proceedings**

1. An arbitrator shall be replaced upon his death, resignation, successful challenge or in the event of the Arbitral Council stating, in the form of a decision, that an arbitrator fails to properly perform his function.
2. A party may submit a motion for a decision stating that an arbitrator is failing to properly perform his function. The Arbitral Council may issue such a decision ex officio. The decision on a repetition of appointment of an arbitrator or a mediator by the party, the parties or the arbitrators is made by the President of the Court.
3. The Arbitral Tribunal, in the form of a decision, shall decide whether to conduct again the whole or part of the proceedings with the participation of the new arbitrator.

### **Chapter III Proceedings before the Court**

#### **§ 20. Confidentiality of proceedings**

1. The Arbitration Court does not conduct open-court proceedings.
2. All participants to the proceedings before the Court shall be bound by the principle of confidentiality to the extent specified by the parties in their agreement or in their consistent statements submitted to the Court in writing or to the record of a hearing.
3. Upon a motion of a party the Arbitral Tribunal may decide on administering measures aimed at ensuring a special protection of the trade secrets and other confidential information concerning a party to the proceedings or a third party.

#### **§ 21. Language of the proceedings**

1. The parties may freely agree upon the language of arbitration proceedings: Polish, English, French, German or Russian. Where the parties do not agree upon a specific language, the proceedings shall be conducted in Polish. The parties' agreement or the decision of the Arbitral Tribunal shall apply to hearings and any written statements in the arbitration proceedings.

2. The chairman of the Arbitral Tribunal shall appoint a skilled translator for the entire hearing that is conducted in a language other than Polish.
3. Records of hearings shall be prepared in the language of the proceedings and translated into Polish where the language of proceedings is other than Polish.
4. Written statements submitted by the parties or made by the Arbitral Tribunal in a foreign language shall be translated into Polish by a translator accepted by the Court or by the parties.
5. The cost of the participation of a translator in a hearing and the cost of the translation of documents shall be borne by the parties in accordance with principles established by the Arbitral Tribunal.

## **§ 22. Commencement of the proceedings**

1. The proceedings before the Court are commenced by submitting a statement of claim. The statement of claim shall be submitted in the language of the proceedings (where the language of the proceedings is other than Polish a translation of a statement of claim must be supplied) with a number of copies thereof sufficient to provide for each party and one for each arbitrator.
2. Where the award of the Arbitration Court is set aside, the Arbitration Court recommences the proceedings upon a motion of a claimant.
3. Where the proceedings commenced before a state court pursuant to a complaint on setting aside of the Arbitral Court award had been stayed, the Arbitral Tribunal recommences the proceedings aimed at eliminating the reasons for abrogation upon a motion of either party.
4. A statement of claim shall include the following particulars:
  - 1) the names and addresses of the parties to the proceedings; duplicates of a court register or other public register in case of entrepreneurs;
  - 2) an exact description of a claim, along with reasons and presentation of supporting evidence;
  - 3) the grounds for the jurisdiction of the Court;
  - 4) an indication of the language of the proceedings as well as the place of arbitration proceedings, unless agreed otherwise in the arbitration agreement;
  - 5) the value of the subject matter in dispute;
5. A statement of claim may also indicate an arbitrator appointed by a party, include a motion as to settling the dispute by a sole arbitrator or a motion as to appointment of an arbitrator by the Arbitral Council.
6. The withdrawal of claim without a quitclaim deed shall be effective upon consent of the other party or where it had taken place before fixing the date of a hearing.

## **§ 23. Supplementation of defects of a statement of claim**

1. The Secretary General of the Court shall call upon the claimant to pay the registration fee and the arbitration fee within a period established by the Secretary General of the Court, not exceeding the period of 21 days, and to supplement the statement of claim in case its contents do not meet the requirements as provided in § 22. The amount of the registration fee and the arbitration fee is specified in the "Tariff of Fees for the Activities of the Court of Arbitration at the Polish Chamber of Commerce", hereinafter referred to as the "Tariff of Fees", constituting an attachment hereto, as of the day of submitting the statement of claim.
2. In the event that the statement of claim is not supplemented or the registration fee and/or the arbitration fee is not paid in full within the period established by the Secretary General of the Court, the statement of claim shall be returned.
3. Where there is no arbitrator indicated in the statement of claim, the Secretary General of the Court shall call upon the claimant to appoint an arbitrator, pursuant to § 15 hereof.
4. The Arbitral Tribunal – where justifiable doubts exist – may specify the actual value of the subject matter in dispute at the first hearing. The provisions of sections 1 and 2 shall apply accordingly.

#### **§ 24. Answer to the statement of claim**

Upon the commencement of the proceedings, payment of the registration fee and the arbitration fee, the Secretary General of the Court shall serve the statement of claim to the defendant along with the "Rules of the Court of Arbitration" and the "List of Arbitrators", and call upon the defendant to submit an answer to the statement of claim within the period established by the Secretary General of the Court. The Secretary General of the Court shall notify the defendant of an appointment of an arbitrator by the claimant and call upon the defendant to appoint an arbitrator pursuant to § 15 hereof.

#### **§ 25. Transmission of case file to the Arbitral Tribunal**

The Secretary General of the Court shall transmit the case file to the appointed arbitrators.

#### **§ 26. Cross-action and the plea for setting off**

1. By the end of the first hearing, the defendant may file a cross-action, provided that the counterclaim relates to the claim of the claimant or may be set off and that consideration of such a counterclaim belongs to the competence of the Court.
2. The provisions applying to a statement of claim shall apply accordingly to a statement of counterclaim. A statement of counterclaim shall be dealt with by the Arbitral Tribunal appointed for the purposes of dealing with the statement of claim.
3. By the end of the hearing, the defendant may raise a plea for setting off where it relates to the claim of the claimant.

#### **§ 27. Written communications in the arbitration proceedings**

1. Written communications of the parties to arbitration proceedings shall be submitted to the Court supplied in a number of copies equaling the number of copies of a statement of claim.
2. Upon the appointment of the Arbitral Tribunal, a party is obliged to serve copies of written communications in the arbitration proceedings, along with attachments, directly to the other party.

#### **§ 28. Admitting the third party into participation in pending arbitration proceedings**

1. The third party may be admitted into participation in pending arbitrary proceedings upon consent of both parties and the decision of the Arbitral Tribunal.
2. The Secretary General of the Court shall call upon a person indicated in the decision of the Arbitral Tribunal to pay the arbitration fee within the period established by the Secretary General of the Court. The amount of the arbitration fee is specified in the "Tariff of Fees".
3. Failing to pay an arbitration fee by a person indicated in the decision of the Arbitral Tribunal shall result in a third party not being admitted into the proceedings.
4. A third party shall not be entitled to appoint an arbitrator.

#### **§ 29. Stay of proceedings**

1. The Arbitral Tribunal may stay the proceedings upon a motion of the parties or, in justified cases, ex officio. Upon a motion of a party or upon termination of the circumstances justifying the stay of the proceedings, the Arbitral Tribunal shall reinstate the suspended proceedings.
2. Where the parties do not submit a motion as to reinstating the proceedings within one year from the date of the decision of the stay, the Arbitral Tribunal shall issue an award of discontinuance of legal proceedings.

#### **§ 30. Hearing**

1. Hearings are not held in public.
2. The Secretary General of the Court informs the parties of the date and place of the hearing.
3. Hearings are presided by the chairman of the Arbitral Tribunal. A sole arbitrator shall exercise the powers of the chairman of the Arbitral Tribunal.
4. If a party or its representative, having been duly notified of the hearing, is absent, the proceedings shall not be suspended.
5. The Arbitral Tribunal may decide the case without a hearing upon a consistent request of the parties or where it recognises the case as being sufficiently explicated, stating that the parties have sufficiently presented circumstances which they deem important for defending their rights.
6. The President of the Court, the Secretary General and the members of the Arbitral Council may be present at hearings.

#### **§ 31. Evidence**

1. The Arbitral Tribunal decides on the parties' motions as to evidence by its own conviction. In particular, the Arbitral Tribunal may admit evidence of documents, conduct inspections, hear the parties, witnesses and experts and accept their oaths, as well as oblige the parties to supply an expert with specific information, to present or submit required documents or other objects for examination.
2. The Arbitral Tribunal assesses the credibility and strength of evidence by its own conviction, on the basis of a comprehensive consideration of the material collected. On that basis the Arbitral Tribunal assesses the of a refusal by a party to give evidence or to obstacles made by the party to taking evidence.
3. Where the evidence needs to be taken outside the place of the hearings, the Arbitral Tribunal may authorise one of the arbitrators to conduct such an action, request the competent state court to do so, or take the evidence in other appropriate manner.
4. The Court collects an advance on costs for the activities conducted by the Arbitral Tribunal pursuant to the "Tariff of Fees" as of the day of submitting the statement of claim.

### **§ 32. Record**

1. Any hearing or activity of the Court shall be recorded. A record shall be signed by both the chairman of the Arbitral Tribunal and the recording clerk. The recording clerk shall be appointed by the Secretary General of the Court.
2. The recorded activities may also be documented through the use of vision and/or sound recording devices; all the participants of such activities must be informed about the use of the aforementioned devices prior to the commencement of such recordings.
3. The Court supplies the parties and their representatives – at their request - with duplicates of the records. The Court shall enable the parties and their representatives to review the case files, including the records, in the office hours.
4. The parties may request correction or supplementation of a record, however, not later than at the next meeting. As to the correction or supplementation of a record of a hearing at which the proceedings were closed, the request must be submitted before the award is made.

### **§ 33. Closure of hearings**

1. The chairman of the Arbitral Tribunal shall close a hearing if the Arbitral Tribunal recognises the case as sufficiently explicated, or if the Arbitral Tribunal decides that the parties had an opportunity to sufficiently present the circumstances which they deemed important for defending their rights.
2. Prior to making on award, the chairman of the Arbitral Tribunal may re-open a closed hearing, where the Arbitral Tribunal considers it necessary.

### **§ 34. Deliberation and voting**

1. Deliberation and voting of the Arbitral Tribunal shall be held without the participation of the parties. The chairman of the Arbitral Tribunal shall prepare a record of deliberation upon a motion of an arbitrator or on his own initiative.

2. The award shall be made by a majority decision. If an arbitrator refuses to vote, the remaining arbitrators may settle the case without his participation.
3. Where an arbitrator does not agree with the majority vote, he may provide a dissenting opinion by placing a proper note in the award and submitting written reasons for the dissenting opinion in the case file.

### **§ 35. Securing claims and evidence**

1. Upon a motion of the party which lent credence to its claim, the Arbitral Tribunal may order such interim measures as it considers appropriate in respect of the subject matter in dispute. Granting the motion, the Arbitral Tribunal makes a decision stating the reasons on which it is based; ordering such measures, the Arbitral Tribunal may require a party to provide appropriate security.
2. The decision specified in section 1 is enforceable after it had been supplied with an enforceability clause by the state court.
3. The parties may address the state court with a motion for securing the claims or evidence in relation to the arbitration proceedings. The submission of such motions is not considered inconsistent with an arbitration agreement. The parties shall provide the Court with a written notice of the securing of claims or evidence obtained in this manner.
4. Upon a motion of the parties, the Arbitral Tribunal may decide on securing the evidence where it finds it justified and necessary. Such a decision requires justification.

## **Chapter IV Awards and decisions**

### **§ 36. Award**

1. An arbitrament award is final and binding for the parties.
2. An award shall be made by the Arbitral Tribunal after deliberation, not later than 30 days after the closure of hearings. The indicated time is of instructional purpose.
3. The Secretary General of the Court may, ex officio, or on the motion of the chairman of the Arbitral Tribunal, extend the indicated time by a certain period, where it is considered necessary due to the complexity of issues to be decided.
4. In the event that the Arbitral Tribunal does not issue an award within the period indicated in section 2 or extended in accordance with section 3, the President of the Court may issue a decision on depriving the chairman of the Arbitral Tribunal and the other arbitrators of the right to remuneration, to which they are entitled in connection with the performance of their functions as arbitrators, in part or in full, after the chairman of the Arbitral Tribunal provides the President of the Court with an explication.
5. Where the claimant withdraws and renounces the claim prior to the appointment of a chairman of the Arbitral Tribunal or a sole arbitrator, the President of the Court shall terminate the proceedings.

### **§ 37. Form and content of an award**

1. An award shall be made in writing.
2. An award shall include:
  - 1) a decision as to all the matters of dispute incorporated in a statement of claim, stating the reasons on which it is based;
  - 2) the place and date of making the award, the grounds for the jurisdiction of the Court, names of the parties and arbitrators; in the event that the content of the award does not specify the place of its making, it is deemed to be the same as the place of arbitration proceedings;
  - 3) a decision on the obligation to reimburse costs of the proceedings and representation by a single counsel in proportion to the work input, up to the maximum amount of half of the arbitration fee in the case, however not exceeding PLN 100,000 or its equivalent in other currency calculated in accordance with the average rate of the Polish currency against other currencies as announced by the National Bank of Poland on the date preceding the award.
3. Upon a motion of a party, the award may also include a decision on the costs of travel and hotel accommodation of an arbitrator, which shall be borne by the party and are settled with the advance collected by the Court for coverage of the expenses.

### **§ 38. Partial or interlocutory award**

In justified cases, the Arbitral Tribunal may issue a partial or an preliminary award.

### **§ 39. Award in case of a settlement**

Where the parties reach a settlement after the nomination of the Chairman of the Arbitral Tribunal or the sole arbitrator, the Arbitral Tribunal:

- a) decides on the termination of the proceedings;
- b) records the settlement in the form of an arbitrament award upon request of the parties.

### **§ 40. Signing of an award**

1. The original award and all copies thereof shall bear signatures of all members of the Arbitral Tribunal – or signatures of at least two members of the Arbitral Tribunal and an explication as to the reasons for the missing signature – as well as the signatures of the President of the Court, the Secretary General of the Court and the seal of the Court.
2. Prior to signing of an award, the President of the Court may, without interfering into the merits of the award, submit the award to the chairman of the Arbitral Tribunal for the purpose of formal correction of defects.

3. Upon signing the award, the President of the Court and the Secretary General of the Court state that the Arbitral Tribunal has been appointed pursuant to these Rules and that the signatures of the members of the Arbitral Tribunal are authentic.

#### **§ 41. Service of an award**

Upon payment of all fees related to the proceedings, the Court shall serve the award to the parties.

#### **§ 42. Correction and supplementation of an award**

1. The Arbitral Tribunal may, ex officio, correct any inaccuracies, computation errors or any other obvious clerical errors.
2. Within two weeks following the receipt of an award, a party may submit a motion as to the correction of inaccuracies, computation errors or any obvious clerical errors.
3. A note shall be placed on the original award and each copies thereof with respect to correction of the award. Further copies shall be issued in compliance with the decision on correction.
4. Where the Court has not decided on the entirety of the claim, a party may request an additional award within 14 days from the receipt of the award. Upon decision on the admissibility of a motion, the Arbitral Tribunal makes an additional award within 60 days from the date of submitting the motion. The indicated period of time is of instructional purpose.
5. Upon request of the Arbitral Tribunal, the Secretary General of the Court may extend the period referred to in section 4 by a certain period of time, where it considers it necessary due to the complexity of the dispute.
6. A ruling completing the award shall be made in the form of an award.

#### **§ 43. Decisions**

1. In cases specified in the Rules as well as in other cases not requiring an award the President of the Court, the Arbitral Council and the Arbitral Tribunal make decisions.
2. Decisions of the Presidium of the Court and the Arbitral Tribunal may not be appealed against.

#### **§ 44. Publication of the awards**

The Arbitral Council may assent to publish an award, in whole or in part, ensuring anonymity of the parties to the proceedings, the observance of the will and interests of the parties to the proceedings.

### **Chapter V Mediation**

#### **§ 45. Commencement of mediation proceedings**

1. Prior to the commencement of proceedings before the Arbitration Court or a state court, a party to a dispute may refer to the Court with a motion as to commencement of proceedings aimed at the amicable conclusion of a dispute specified in the motion on the basis of the Rules.
2. A motion as to commencement of mediation proceedings includes the names and addresses of the parties, specification of claim and enlisted attachments. Where the parties had concluded a written mediation agreement, a copy of it shall be attached to the motion.

#### **§ 46. Payment of a mediation fee and calling upon the other party**

1. The Secretary General of the Court shall call upon the proposer of a motion to pay a registration fee and half of a mediation fee within the period established by the Secretary General of the Court. The amount of the mediation fee is specified in the "Tariff of Fees" constituting an attachment hereto. Where the dispute is not presented in a sufficiently exact manner, the Secretary General of the Court may request the proposer to complete the motion.
2. Upon payment of a registration fee and half of a mediation fee, the Secretary General of the Court serves the motion to the other party and calls upon them to make a statement as to their consent for participation in mediation proceedings, and to pay half of a mediation fee within the period established by the Secretary General of the Court.
3. In the event that the other party does not consent to conduct mediation proceedings, the Secretary General of the Court shall reimburse the amount of mediation fee paid by the proposer of a motion.

#### **§ 47. Mediator**

1. Once the other party to the dispute consents to the conducting of mediation proceedings and pays half of a mediation fee, the parties shall jointly appoint a mediator from the List of Mediators.
2. Where the parties do not appoint a mediator, the appointment shall be made by the Arbitral Council with regard to the nature of the case.

#### **§ 48. Mediation proceedings**

1. Upon receiving case files from the parties to the dispute, a mediator arranges a conciliatory meeting as a result of which he presents the parties with a proposal of an amicable settlement to the dispute. Prior to the conciliatory meeting or in the course thereof, a mediator may communicate with the parties.
2. Mediation proceedings shall be concluded after the first meeting, unless the parties and the mediator agree otherwise.

#### **§ 49. Conclusion of mediation proceedings**

1. Where the parties are persuaded into settling of a dispute, a mediator shall prepare a record specifying terms and content of the settlement. The record shall be signed by the parties and the mediator.
2. Where a settlement is not reached, the mediator shall submit a proper statement in writing to the files of the Court.
3. Mediation proceedings shall be deemed concluded, where a settlement is reached or where the mediator has submitted a statement pronouncing a lack of settlement.

#### **§ 50. Settlement in the form of an award by the Court**

1. In the event that a settlement is reached, upon consistent request of the parties, the Arbitral Council shall nominate the mediator to be the arbitrator authorised to make an award on the basis of a settlement reached.
2. The Secretary General of the Court shall call upon the parties to pay an arbitration fee due on account of settling the dispute by the Court, within the period established by the Secretary of the Court. The amount of the arbitration is specified in the "Tariff of Fees" constituting an attachment hereto, as of the day of submitting the motion.
3. The provisions of clauses 36, 37, 38 and 40 of these Rules shall apply to an arbitration award made as a result of mediation proceedings.

#### **§ 51. Prohibition of adducing statements, explanations and proposals of the parties**

Any statements, explanations or proposals of the parties made in the course of mediation proceedings due to a possibility of settling the dispute, may not be adduced or taken into consideration in arbitration proceedings, unless the parties agree otherwise.