



**Court of Arbitration**

at the Polish Chamber of Commerce in Warsaw

**ARBITRATION RULES**

**OF THE COURT OF ARBITRATION**

**AT THE POLISH CHAMBER OF COMMERCE**

**IN WARSAW**

### **MODEL ARBITRATION CLAUSE**

Any dispute arising out of or in connection with this contract shall be finally decided by an arbitral tribunal in accordance with the arbitration rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date of commencement of the proceedings.

The language of the proceedings shall be [ ].

The place of the proceedings shall be [ ].

### **MODEL MED-ARB CLAUSE**

In the event of a dispute arising out of or in connection with this contract, the parties shall attempt to settle the dispute by mediation in accordance with the Mediation Rules of the Mediation Centre at the Polish Chamber of Commerce in Warsaw, and if this is not possible, the dispute shall be finally decided by an arbitral tribunal in accordance with the arbitration rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date of the commencement of the proceedings.

The language of the proceedings shall be [ ].

The place of the proceedings shall be [ ].

## Table of Contents

<b>Chapter I COURT OF ARBITRATION AND ARBITRAL TRIBUNAL .....</b>	<b>5</b>
§ 2 Arbitral Tribunal .....	5
§ 3 Jurisdiction of the Arbitral Tribunal.....	5
§ 4 Limitation of Liability .....	6
<b>Chapter II GENERAL PROVISIONS .....</b>	<b>6</b>
§ 5 Legal Basis for the Resolution of the Dispute.....	6
§ 6 Rules of Procedure .....	6
§ 7 Confidentiality.....	7
§ 8 Language of Proceedings .....	7
§ 9 Place of Arbitration .....	8
§ 10 Delivery of Written Communications .....	8
§ 11 Time-Limits.....	9
§ 12 Party Representatives .....	9
<b>Chapter III ARBITRATORS.....</b>	<b>10</b>
§ 13 Impartiality, Independence and Duties of an Arbitrator .....	10
§ 14 Restrictions on Serving as Arbitrator or Party Representative.....	10
§ 15 Number of Arbitrators .....	11
§ 16 Appointment of Arbitrators .....	11
§ 17 Challenge of an Arbitrator.....	12
§ 18 Resignation and Revocation of Arbitrator .....	13
§ 19 Termination of an Arbitrator's Mandate .....	13
<b>Chapter IV PROCEEDINGS.....</b>	<b>14</b>
§ 20 Commencement of Proceedings.....	14
§ 21 Request for Arbitration.....	14
§ 22 Arbitration Fee and Deficiencies in the Request for Arbitration .....	15
§ 23 Answer to the Request for Arbitration .....	15
§ 24 Agreement on the Financing of the Dispute by a Third Party .....	16
§ 25 Counterclaim and Set-Off Defence .....	17
§ 26 Verification of Amount in Dispute.....	17
§ 27 Consolidation of Proceedings.....	18
§ 28 Joinder of a Third Party.....	18
§ 29 Early Determination .....	19
§ 30 Interim Measure to Secure a Claim and Preserve Evidence .....	19
§ 31 Emergency Arbitrator.....	20
§ 32 Case Management Conference and Procedural Order on the Organisation of the Proceedings.....	22

§ 33	Supplementation and Withdrawal of Claims .....	22
§ 34	Hearing .....	22
§ 35	Evidence .....	23
§ 36	Witnesses.....	23
§ 37	Experts.....	24
§ 38	Stay of Proceedings .....	24
§ 39	Closing of Proceedings.....	24
§ 40	Termination of Proceedings .....	25
<b>Chapter V</b>	<b>AWARDS AND ORDERS.....</b>	<b>25</b>
§ 41	Awards .....	25
§ 42	Form and Contents of an Award .....	26
§ 43	Partial and Interim Award .....	27
§ 44	Settlement.....	27
§ 45	Delivery of Award.....	27
§ 46	Correction and Interpretation of Award .....	28
§ 47	Additional Award .....	28
§ 48	Orders .....	28
§ 49	Publication.....	29
<b>Chapter VI</b>	<b>COSTS OF PROCEEDINGS.....</b>	<b>29</b>
§ 50	Costs of Proceedings .....	29
§ 51	Fees.....	30
§ 52	Expenses.....	30
§ 53	Costs of Parties.....	30
<b>Chapter VII</b>	<b>FINAL PROVISIONS.....</b>	<b>31</b>
§ 54	Adoption of Rules and their Entry into Force .....	31

**CHAPTER I**  
**COURT OF ARBITRATION AND ARBITRAL TRIBUNAL**

**§ 1**

**Court of Arbitration**

1. The Court of Arbitration at the Polish Chamber of Commerce in Warsaw (the “Court of Arbitration”) is a permanent arbitration court.
2. The Court of Arbitration is an independent, separate organisational unit of the Polish Chamber of Commerce in Warsaw (the “PCC”), established to administer arbitration proceedings conducted under the arbitration rules adopted by the Arbitral Council (the “Rules”).
3. The bodies of the Court of Arbitration are the Arbitral Council, the President of the Arbitral Council and the Director General.

**§ 2**

**Arbitral Tribunal**

A dispute shall be decided by an arbitral tribunal comprising a sole arbitrator or more arbitrators (the “Arbitral Tribunal”).

**§ 3**

**Jurisdiction of the Arbitral Tribunal**

1. The Arbitral Tribunal may rule on its own jurisdiction, including the existence, validity and effectiveness of the arbitration agreement.
2. An objection of the lack of jurisdiction of the Arbitral Tribunal shall be raised by the respondent no later than in the answer to the request for arbitration, and by the claimant no later than in the first written submission after the counterclaim has been submitted, unless before the expiry of the period the party was unaware of and, acting with due diligence, could not have been aware of the grounds for the objection or such grounds arose only after the expiry of that period.

3. An objection that a claim of the other party made during the proceedings exceeds the scope of the arbitration agreement shall be raised no later than in the first written submission after the claim was made. The Arbitral Tribunal may hear such objection raised later, if it finds the delay justified.
4. If the respondent does not participate in the proceedings, the Arbitral Tribunal shall rule on its jurisdiction on its own initiative.

#### **§ 4**

#### **Limitation of Liability**

The arbitrators, the PCC, the Court of Arbitration, the individuals acting on behalf of the Court of Arbitration as well as the members of the bodies of the PCC and the Court of Arbitration shall not be liable for any damage arising as a result of their actions or omissions when conducting the proceeding, unless the damage was caused intentionally.

### **CHAPTER II**

### **GENERAL PROVISIONS**

#### **§ 5**

#### **Legal Basis for the Resolution of the Dispute**

1. The Arbitral Tribunal shall decide the dispute in accordance with the law chosen by the parties. If the parties failed to make a choice of law, the Arbitral Tribunal shall decide the dispute in accordance with the law that it considers appropriate.
2. The Arbitral Tribunal may decide the dispute in accordance with general principles of law or equity (*ex aequo et bono*) if the parties have expressly authorised it to do so.
3. If the award is to be made on legal grounds other than those invoked by a party, the Arbitral Tribunal shall notify the parties of this and shall allow them to present their positions.

#### **§ 6**

#### **Rules of Procedure**

1. Subject to the provisions of the Rules and the agreement of the parties, the Arbitral Tribunal shall conduct the proceedings in a manner it considers appropriate.

2. The Arbitral Tribunal shall conduct the proceedings in a manner ensuring equal treatment of the parties and a reasonable opportunity to present their positions and supporting evidence, acting expeditiously and efficiently.
3. The Arbitral Tribunal shall seek to issue an award that may be recognised or enforced.
4. The parties shall act in good faith and contribute to the expeditious and efficient conduct of the proceedings.
5. Unless the parties agree otherwise, the proceedings shall be conducted on the basis of the Rules in force on the date of the commencement of the proceedings.
6. The failure by a party to promptly raise an objection to a breach of provisions of the Rules or to other binding rules of procedure shall constitute a waiver of the objection.

## **§ 7**

### **Confidentiality**

Unless the parties agree otherwise, the arbitrators, the members of bodies and individuals acting on behalf of the Court of Arbitration shall be required to keep confidential all information concerning the proceedings.

## **§ 8**

### **Language of Proceedings**

1. The parties may agree on the language of the arbitral proceedings. Failing such agreement, the Arbitral Tribunal shall determine the language of the proceedings after consulting the parties.
2. The Arbitral Tribunal may order that specific activities in the proceedings be performed in a language other than the language of the proceedings.
3. The communication between the Court of Arbitration and the parties and between the Court of Arbitration and the arbitrators shall be in Polish or English.

## **§ 9**

### **Place of Arbitration**

1. The parties may agree on the place of arbitration. Failing such agreement, the Arbitral Tribunal shall determine the place of arbitration after consulting the parties.
2. The Arbitral Tribunal may order that a hearing, deliberations or other activities be conducted or held in a location other than the place of arbitration, or that they be conducted or held with the use of remote means of communication.

## **§ 10**

### **Delivery of Written Communications**

1. Written communications shall be delivered personally, with confirmation of receipt, or sent by registered post, courier, email or by any other method that provides a record of the sending thereof.
2. The Arbitral Tribunal may determine a method of delivery of written communications during the proceedings, including deciding that communications shall be delivered exclusively by email.
3. A written communication sent by email or by other remote means of communication shall be deemed to have been delivered on the day it is sent. Any written communication sent by any other method shall be deemed to have been delivered on its delivery to the recipient personally or on delivery at the registered office or place of habitual residence of the recipient or at the postal address provided by the recipient.
4. If the recipient is recorded in a public register, a written communication shall also be deemed to have been delivered if it was delivered the address disclosed in the register unless the recipient provided another address for deliveries.
5. If none of the places referred to in the preceding sections maybe determined, a written communication shall be deemed to have been delivered if it was delivered to the last known address of the registered office or the last known habitual residence of the recipient.
6. If a party has appointed a representative, a written communication to the party shall be delivered to the representative. If a party has appointed several representatives, it is sufficient to deliver the communication to one of them.



7. If the recipient refuses to accept a written communication, the communication shall be deemed delivered on the date of the refusal. If the recipient fails to collect a written communication sent by registered post or courier, the written communication shall be deemed delivered on the last day the recipient could have collected it.
8. During the proceedings, copies of written communications shall be delivered to the arbitrators, the parties and the Court of Arbitration.
9. A party or its representative shall notify the Court of Arbitration, the Arbitral Tribunal and the other party of any change of address, including email address, otherwise, a written communication sent to the last known address of the party or its representative shall be deemed to have been received.

## **§ 11**

### **Time-Limits**

1. The time-limit for submitting a written communication shall be complied with if the written communication has been delivered or sent to the recipient in a manner specified in § 10 before the time-limit expires.
2. The time-limit period for a party to perform an action shall start running from the day after the written communication was delivered to the party. However, if the day after delivery of a written communication is not a business day in the country where the communication is to be delivered, the time-limit starts running on the first business day thereafter. If the last day of the time-limit is not a business day in that country, the time-limit ends on the first business day thereafter.
3. The Director General may, for good cause, suspend, extend and reinstate time-limits provided for in the Rules or set by the Director General.

## **§ 12**

### **Party Representatives**

1. The Arbitral Tribunal may request proof of the representative's authority to represent a party.
2. A party shall immediately notify the Arbitral Tribunal, the Court of Arbitration as well as the other party of any change in its representation.

3. If a change of party representative during the proceedings results in a conflict of interest on the part of an arbitrator, the Arbitral Tribunal may, after consulting the parties, take measures that are necessary to eliminate the conflict of interest, including the exclusion of a party representative from the proceedings.

### **CHAPTER III**

#### **ARBITRATORS**

#### **§ 13**

##### **Impartiality, Independence and Duties of an Arbitrator**

1. An arbitrator shall be impartial and independent throughout the entire proceedings.
2. By accepting the appointment, an arbitrator undertakes to act in accordance with the Rules.
3. An arbitrator accepts the appointment by submitting a statement to the Director General on the acceptance of the appointment, impartiality and independence, and availability during the time necessary to perform the duties of an arbitrator. In the statement, the arbitrator shall disclose any circumstances that may give rise to doubts as to the arbitrator's impartiality or independence.
4. Failure to submit the statement within the time-limit specified by the Director General shall be considered a refusal to accept the appointment.
5. The case file shall be delivered to the arbitrator on the submission of the statement.
6. If circumstances that may give rise to doubts as to the arbitrator's impartiality or independence occur, or if the arbitrator becomes aware of such circumstances after the appointment, the arbitrator shall be obliged to promptly disclose such circumstances to the parties and to the Director General.

#### **§ 14**

##### **Restrictions on Serving as Arbitrator or Party Representative**

1. Neither the Director General nor employees of the Court of Arbitration may serve as arbitrators. Members of the Arbitral Council may not be appointed by the Arbitral Council to serve as arbitrators.

2. The President of the Arbitral Council, the Director General and the employees of the Court of Arbitration may not act as party representatives in the proceedings.
3. Unless the parties agree otherwise, a person who served as a mediator in a dispute to which the proceedings relate may not serve as an arbitrator or party representative.

## **§ 15**

### **Number of Arbitrators**

1. The parties may determine the number of the arbitrators. Unless the parties agree otherwise, sections 2 and 3 shall apply.
2. Subject to section 3, a dispute shall be decided by an Arbitral Tribunal comprising three arbitrators.
3. A dispute shall be decided by a sole arbitrator if the amount in dispute does not exceed PLN 100,000. The amount in dispute is determined taking into account the amount of a counterclaim submitted answer to the request for arbitration or a set-off defence raised in the answer to the request for arbitration. A subsequent change of the amount in dispute shall not affect the number of arbitrators deciding the dispute.

## **§ 16**

### **Appointment of Arbitrators**

1. If a dispute is to be decided by an Arbitral Tribunal comprising three arbitrators, the claimant shall appoint an arbitrator in the request for arbitration, and the respondent shall appoint an arbitrator no later than the last day of the time-limit for filing an answer to the request for arbitration.
2. If the amount in dispute exceeds PLN 100,000 only taking into account the amount of a counterclaim or a set-off defence, the Director General shall invite each party to appoint one arbitrator within no fewer than seven days, unless the parties have agreed that the dispute is to be decided by a sole arbitrator.
3. The Director General shall invite the arbitrators to jointly appoint the presiding arbitrator within no fewer than seven days.
4. If a dispute is to be decided by a sole arbitrator, the Director General shall invite the parties to jointly appoint the arbitrator within no fewer than seven days.

5. If the parties have agreed that an arbitrator is to be appointed by a third party, the Director General shall invite that party to appoint the arbitrator within no fewer than seven days, unless the parties have agreed on another time limit.
6. If an arbitrator is not appointed within the time-limit set out in sections 1 to 5, the appointment shall be made by the Arbitral Council.
7. If there are multiple claimants or multiple respondents and the dispute is to be decided by an Arbitral Tribunal comprising three arbitrators, the multiple claimants, jointly, or the multiple respondents, jointly, shall appoint one arbitrator.
8. If the parties referred to in section 7 fail to appoint an arbitrator within the time-limit set out in section 1 or 2, the appointment shall be made by the Arbitral Council. If required by the circumstances of the case, the Arbitral Council may revoke the arbitrator appointed by the other side and appoint arbitrators for both sides.
9. If a person appointed as an arbitrator by a party, parties, arbitrators or a third party refuses the appointment, the Director General shall invite the party, parties, arbitrators or third party to appoint another arbitrator within no fewer than seven days. If the arbitrator was appointed by the Arbitral Council, the Arbitral Council shall appoint another arbitrator.
10. If the arbitrator appointed in accordance with section 9 refuses the appointment, the Arbitral Council shall appoint another arbitrator.
11. When appointing an arbitrator in a dispute between parties who are nationals of different countries or whose places of habitual residence or registered offices are situated in different countries, the Arbitral Council shall in particular take into account the arbitrator's nationality, place of habitual residence and other material relationships with those countries, so as to avoid appointing a presiding arbitrator or a sole arbitrator who is related to any of those countries, unless the parties agree otherwise.

## **§ 17**

### **Challenge of an Arbitrator**

1. The Arbitral Council may, at the request of a party, remove an arbitrator if circumstances exist giving rise to justifiable doubts concerning the arbitrator's impartiality or independence or if the arbitrator does not possess the qualifications agreed on by the

parties. A party may challenge an arbitrator appointed by that party, or in the appointment of whom the party participated, only for reasons of which the party became aware after the appointment had been made.

2. A party may challenge an arbitrator to the Arbitral Council, through the Director General, within 14 days of the date it became aware of the grounds for a the removal.
3. The arbitrators and the other party may provide comments on the challenge of an arbitrator within 14 days of the date a copy of the challenge was delivered to them.
4. The challenge of an arbitrator does not affect the course of the proceedings unless the Arbitral Tribunal decides otherwise.

## **§ 18**

### **Resignation and Revocation of Arbitrator**

1. An arbitrator may resign by submitting a statement to the Director General setting out the reasons for the resignation.
2. The parties may jointly revoke any of the arbitrators at any time by submitting a statement to the Director General.
3. A party may, through the Director General, apply to the Arbitral Council to revoke an arbitrator who is not properly discharging the duties, in particular if the arbitrator delays the performance of the duties without a good cause. § 17 sections 3–4 shall apply *mutatis mutandis*.

## **§ 19**

### **Termination of an Arbitrator's Mandate**

1. If an arbitrator's mandate terminates due to death, resignation, removal or revocation, another arbitrator shall be appointed in accordance with § 16. However, in the event of two consecutive removals or revocations of an arbitrator appointed by the same party, the arbitrators or a third party, another arbitrator shall be appointed by the Arbitral Council. In the event of the death, resignation, removal or revocation of an arbitrator appointed by the Arbitral Council, the Arbitral Council shall appoint another arbitrator.
2. After consulting the parties, the Arbitral Tribunal shall decide whether to repeat the proceedings, in full or in part, with the participation of the new arbitrator.

3. If an arbitrator's mandate terminates after the hearing took place, the Arbitral Council may, after consulting the parties and the remaining arbitrators, rule that the dispute be decided by the remaining arbitrators.

## **CHAPTER IV PROCEEDINGS**

### **§ 20**

#### **Commencement of Proceedings**

Proceedings shall commence by the filing of a request for arbitration with the Court of Arbitration.

### **§ 21**

#### **Request for Arbitration**

1. A request for arbitration shall be submitted in paper and in electronic form and shall state:
  - 1) the names of the parties to the proceedings, their nationalities, registered offices or places of habitual residence and addresses, including email addresses and telephone numbers;
  - 2) the names of the individuals representing the claimant and their addresses, including email addresses and telephone numbers;
  - 3) the arbitration agreement or agreements;
  - 4) the factual and legal circumstances from which the claimant derives its claim;
  - 5) the relief sought;
  - 6) the amount in dispute;
  - 7) the third party financing the dispute, if the dispute is financed by a third party;
  - 8) the name of the arbitrator appointed by the claimant, the arbitrator's address, including email address and telephone number, if the claimant is entitled to appoint an arbitrator;

- 9) the claimant's position on the number of arbitrators, place of arbitration, language of proceedings and governing law.
2. The following shall be attached to the request for arbitration:
  - 1) a copy of the arbitration agreement or agreements,
  - 2) proof of payment of the registration fee,
  - 3) copies of the request for arbitration for the respondent and the arbitrators.

## **§ 22**

### **Arbitration Fee and Deficiencies in the Request for Arbitration**

1. The Director General shall request the claimant to pay the arbitration fee within no fewer than seven days.
2. If the request for arbitration fails to comply with the requirements referred to in § 21, the Director General shall request the claimant to cure the deficiencies within no fewer than seven days.
3. The Director General shall return the request for arbitration if:
  - 1) the registration or arbitration fee is not paid on time, or
  - 2) the deficiencies in the request for arbitration are not cured with respect to the names of the parties to the proceedings, the parties' places of business or habitual residence and addresses, the statement of the relief sought or the amount in dispute.
4. A returned request for arbitration shall have no legal effect.
5. Section 1 shall apply *mutatis mutandis* to the supplementation of the arbitration fee during the proceedings.

## **§ 23**

### **Answer to the Request for Arbitration**

1. The Director General shall deliver a copy of the request for arbitration to the respondent, inviting the respondent to submit an answer to the request for arbitration within 30 days.
2. An answer to the request for arbitration shall be submitted in paper and in electronic form and shall state:

- 1) the nationality, registered office or place of habitual residence and address, including email address and telephone number of the respondent;
  - 2) the names of the individuals representing the respondent and their addresses, including email addresses and telephone numbers;
  - 3) the respondent's position on the jurisdiction of the Arbitral Tribunal;
  - 4) the respondent's position on the factual and legal circumstances given by the claimant from which the claimant derives its claim;
  - 5) the respondent's position on the relief sought by the claimant;
  - 6) the respondent's position on the amount in dispute stated by the claimant;
  - 7) the name of the third party financing the dispute, if the dispute is financed by a third party;
  - 8) the name of the arbitrator appointed by the respondent, the arbitrator's address, including email address and telephone number, if the respondent is entitled to appoint an arbitrator;
  - 9) the respondent's position on the number of the arbitrators, place of arbitration, language of proceedings and governing law;
  - 10) statement that a copy of the answer to the request for arbitration has been delivered or sent to the claimant.
3. The respondent's failure to respond to the request for arbitration shall not stay the proceedings.

## **§ 24**

### **Agreement on the Financing of the Dispute by a Third Party**

If the claimant enters into an agreement on the financing of the dispute by a third party after filing the request for arbitration or if the respondent enters into such an agreement after filing the answer to the request for arbitration, it shall promptly notify the Arbitral Tribunal of the entity financing the dispute.



## **§ 25**

### **Counterclaim and Set-Off Defence**

1. The respondent may file a counterclaim in the answer to the request for arbitration, and, subject to the consent of the Arbitral Tribunal, also at a later date.
2. § 21 sections 1 (3) – (6) and section 2 shall apply *mutatis mutandis* to the written submission containing a counterclaim. § 22 section 1 shall apply *mutatis mutandis* to the arbitration fee on the written submission with a counterclaim.
3. If a written submission containing a counterclaim fails to comply with the requirements referred to in the first sentence of section 2, the Arbitral Tribunal shall request the respondent to cure the deficiencies within seven days.
4. The Arbitral Tribunal shall not examine the counterclaim if:
  - 1) registration or arbitration fees have not been paid when due, or
  - 2) deficiencies in the written submission containing the counterclaim are not cured with respect to the relief sought in the counterclaim or the amount in dispute.
5. A counterclaim that is left unexamined shall have no legal effect.
6. The claimant shall submit a reply to the written submission containing a counterclaim within 30 days of the date the written submission was delivered to the claimant, unless the Arbitral Tribunal sets a different time-limit.
7. If the arbitration fee on the set-off defence is not paid when due, the Arbitral Tribunal shall not examine the defence.
8. Sections 1 - 3 and section 6 shall apply *mutatis mutandis* to the set-off defence.

## **§ 26**

### **Verification of Amount in Dispute**

1. If the Arbitral Tribunal finds that the amount in dispute stated by the claimant is lower than the actual amount, it may determine the amount in dispute. The Director General shall request the claimant to supplement the arbitration fee within no fewer than seven days.

2. Section 1 shall apply *mutatis mutandis* to the amount in dispute stated by the respondent with respect to a counterclaim.

## **§ 27**

### **Consolidation of Proceedings**

1. On the application of a party, the Arbitral Tribunal may consolidate two or more proceedings between the same parties, if the composition of the Arbitral Tribunal in each of the proceedings is the same and:
  - 1) the parties' claims in the proceedings to be consolidated are made under identical arbitration agreements, or
  - 2) the parties' claims in the proceedings to be consolidated are related to each other.
2. Proceedings may also be consolidated where the parties are not the same, provided that the composition of the Arbitral Tribunal in each of the proceedings is the same, at least one of the conditions set out in section 1 (1) or (2) is met, and the parties to all of the proceedings consent to the consolidation.
3. In each of the consolidated proceedings, the Arbitral Tribunal shall issue an order specifying which proceedings are consolidated.
4. Unless the parties agree otherwise, the proceedings shall be conducted under the Arbitration Rules in force on the date the proceedings are consolidated.

## **§ 28**

### **Joinder of a Third Party**

1. If, on the basis of the arbitration agreement, a third party may assert a claim against a party to the pending proceedings or if, on the same basis, a party may assert a claim against a third party, the Arbitral Tribunal may, on the application of a party and with the consent of the other party, admit the third party to the proceedings as a party.
2. The Director General shall deliver a copy of the application to join it to the proceedings to the third party, setting a time-limit of at least 14 days to state whether it wishes to join the proceedings as a party.

3. By joining the proceedings, the third party consents to the composition of the Arbitral Tribunal.
4. The Arbitral Tribunal shall set a time-limit for filing a request for arbitration for a third party asserting a claim against a party or for a party asserting a claim against a third party.

## **§ 29**

### **Early Determination**

1. A party may apply for early determination of each of the claims made by the parties, or early determination of a defence or an issue in dispute if:
  - 1) its claim, defence or position on the issue in dispute is manifestly meritorious, or
  - 2) a claim, defence or position of the other party on the issue in dispute is manifestly without merit.
2. The Arbitral Tribunal shall set a time-limit for the other party to submit an answer to the application for early determination.
3. When deciding on an application for early determination, the Arbitral Tribunal shall take into account whether granting the application contributes to increasing the expediency and efficiency of the proceedings.

## **§ 30**

### **Interim Measure to Secure a Claim and Preserve Evidence**

1. On the application of a party, the Arbitral Tribunal may grant such interim measure as it finds appropriate to secure a claim. The Arbitral Tribunal may make the interim measure conditional on the applicant making a deposit to secure the other party's claims or on the applicant or a third party taking some other action.
2. On the application of a party, the Arbitral Tribunal may order an interim measure to preserve evidence.
3. The application for an interim measure to secure a claim or an application for an interim measure to preserve evidence shall be accompanied by proof of payment of the arbitration fee. If the fee is not paid, the application shall not be examined.

4. The Arbitral Tribunal shall decide by way of an order on the interim measure to secure a claim or preserve evidence after giving the other party an opportunity to present its position.
5. The Arbitral Tribunal may, on the application of any party, amend or revoke orders on an interim measure to secure a claim or preserve evidence.
6. Sections 1 and 2 shall not affect the party's right to apply to a state court for an interim measure to secure a claim or an application for an interim measure to preserve evidence. A party that has filed an application with a state court shall notify the Arbitral Tribunal of the ruling promptly after delivery thereof.

### **§ 31**

#### **Emergency Arbitrator**

1. Before the Arbitral Tribunal is constituted, an emergency arbitrator may issue an order on an interim measure to secure a claim or preserve evidence. The provisions of the Rules relating to arbitrators, proceedings before the Arbitral Tribunal and orders of the Arbitral Tribunal shall apply *mutatis mutandis* to the emergency arbitrator, the proceedings before the emergency arbitrator and the orders of the emergency arbitrator, subject to sections 2 - 14 below.
2. A party may apply for an interim measure to secure a claim or preserve evidence and, at the same time, apply for the appointment of an emergency arbitrator. If the application is submitted before a request for arbitration is filed, § 21 shall apply *mutatis mutandis*.
3. Proof of payment of the arbitration fee shall be attached to the application for an interim measure to secure a claim or preserve evidence, and for the appointment of an emergency arbitrator. If the fee is not paid, the application shall not be examined.
4. The Court of Arbitration shall promptly deliver to the other party a copy of the application for an interim measure to secure a claim or preserve evidence, and for the appointment of an emergency arbitrator.
5. An answer to the application for an interim measure to secure a claim or preserve evidence, and for the appointment of an emergency arbitrator, shall be submitted within five business days of the date the application is delivered to the other party, unless

the emergency arbitrator sets a different time-limit. If the answer is submitted before an answer to the request for arbitration is filed, § 23 shall apply to it *mutatis mutandis*.

6. The Arbitral Council shall appoint the emergency arbitrator within three business days of the date the application for an interim measure to secure a claim or preserve evidence and for the appointment of the emergency arbitrator is submitted.
7. A party may challenge the emergency arbitrator within two business days of the date of becoming aware of grounds for the challenge.
8. The emergency arbitrator and the other party may present their positions on the challenge of the emergency arbitrator within two business days of the date the challenge is delivered to them.
9. The Arbitral Council shall issue a decision on the challenge of the emergency arbitrator within three days of the date the emergency arbitrator and the other party presented its positions or on the date the time-limit for presenting such positions expires. The decision does not need to be reasoned.
10. The emergency arbitrator shall issue an order on an interim measure to secure a claim or preserve evidence within 21 days of the date a copy of the application for an interim measure to secure a claim or preserve evidence, and for the appointment of an emergency arbitrator is delivered to the emergency arbitrator by the Court of Arbitration.
11. The emergency arbitrator may not act as arbitrator in the dispute unless the parties agree otherwise.
12. The orders of the emergency arbitrator shall not be binding on the Arbitral Tribunal.
13. The orders of the emergency arbitrator shall cease to be binding if proceedings are not commenced within 30 days of the date the emergency arbitrator issued the order on an interim measure to secure a claim or preserve evidence, or by an earlier date set in the order.
14. The mandate of the emergency arbitrator shall expire on the date the Arbitral Tribunal is constituted.

## **§ 32**

### **Case Management Conference and Procedural Order on the Organisation of the Proceedings**

1. Within 14 days from the date on which the file was transmitted to the Arbitral Tribunal, the Arbitral Tribunal shall set a date for a case management conference, unless it considers that such a conference is not necessary.
2. The Arbitral Tribunal shall issue a procedural order on the organisation of the proceedings within seven days from the date the case management conference. If the Arbitral Tribunal does not set a date for a case management conference in accordance with section 1, it shall issue the procedural order within 21 days from the date on which the file was transmitted to it.
3. The case management conference and the procedural order on the organisation of the proceedings shall, in particular, establish a procedural timetable in which the dates for the parties' written submissions, the submission of evidence, the dates of the hearing and the expected date of the award are set.

## **§ 33**

### **Supplementation and Withdrawal of Claims**

1. The claimant may supplement its claims until the proceedings are closed, unless the Arbitral Tribunal sets a different time-limit or finds that supplementation of claims would unduly prolong the proceedings.
2. The claimant may withdraw a claim at any time, unless the respondent requests that the dispute be decided and the Arbitral Tribunal finds that the respondent has a legitimate interest in the decision.
3. Sections 1 and 2 shall apply *mutatis mutandis* to a counterclaim.

## **§ 34**

### **Hearing**

1. A hearing shall be conducted if requested by a party or if the Arbitral Tribunal considers it to be justified. In the cases referred to in § 15 section 3, § 29 and the second sentence

of § 41 section 1, the Arbitral Tribunal may decide not to conduct a hearing, notwithstanding a party's request.

2. The hearing shall be held without the attendance of the public. However, with the consent of the parties, the Arbitral Tribunal may permit third parties to attend the hearing.
3. The hearing shall be held at a time and place that the Arbitral Tribunal determines after consulting the parties. The Arbitral Tribunal may determine the specific content and schedule of the hearing.
4. If a duly notified party or its representative fails to attend the hearing, the proceedings shall not be stayed.
5. The hearing shall be recorded in the manner determined by the Arbitral Tribunal.

### **§ 35**

#### **Evidence**

1. The Arbitral Tribunal shall decide on the parties' applications to admit evidence and may, in particular, set a time-limit for the submission of evidence, after which such applications shall no longer be examined.
2. After thorough consideration of the available evidence the Arbitral Tribunal shall assess the credibility and weight thereof at its sole discretion.
3. On the application of a party or on its own initiative, the Arbitral Tribunal may require a party to produce documents or other evidence.
4. The Arbitral Tribunal shall decide on the consequences of a party's refusal to produce documents or other forms of evidence or from any obstacles a party creates to the taking of evidence.

### **§ 36**

#### **Witnesses**

1. A party that gives testimony, including a member of a governing body of a legal person and a partner of a partnership, is a witness in the proceedings.

2. The Arbitral Tribunal may order that evidence from a witness be taken in two stages: first on the basis of a written statement from the witness and then through a testimony at a hearing.
3. A party shall ensure the attendance of the witness it has named to testify at a hearing.

### **§ 37**

#### **Experts**

1. The Arbitral Tribunal may take evidence in the form of report prepared by a party-appointed expert.
2. On the application of a party or on its own initiative and after consulting the parties, the Arbitral Tribunal may appoint an expert to prepare a report.
3. An expert shall be impartial and independent.
4. On the application of a party or if the Arbitral Tribunal considers it justified, the expert shall attend a hearing to provide explanations and answer questions.
5. A party shall ensure that the party-appointed expert, who has prepared a report at its request, is present at a hearing.

### **§ 38**

#### **Stay of Proceedings**

1. The Arbitral Tribunal shall stay the proceedings on the joint application of the parties.
2. The Arbitral Tribunal may stay the proceedings if the resolution of the dispute depends on the outcome of other proceedings or if the continuation of the proceedings is temporarily impossible.
3. The Arbitral Tribunal shall resume the proceedings when it deems it appropriate.
4. Before the Arbitral Tribunal is constituted, decisions whether to stay and resume the proceedings shall be issued by the President of the Arbitral Council.

### **§ 39**

#### **Closing of Proceedings**

1. The Arbitral Tribunal closes the proceedings when the case is ready to be decided.



2. The Arbitral Tribunal may reopen closed proceedings.

## **§ 40**

### **Termination of Proceedings**

1. The Arbitral Tribunal shall terminate the proceedings in full or in part, if:
  - 1) it does not have jurisdiction to decide the dispute;
  - 2) a party fails to supplement the arbitration fee in due time,
  - 3) the parties make a joint application to terminate the proceedings;
  - 4) a party withdraws the claim or ceases to support it, unless the other party requests that the dispute be decided and the Arbitral Tribunal considers that that party has a justified interest in the decision;
  - 5) the parties reach a settlement, unless they apply for the settlement to be recorded in the form of an award;
  - 6) continuation of the proceedings has become unnecessary or impossible for other reasons.
2. If the Arbitral Tribunal has not been constituted, and none of the parties applies for awarding the costs of the proceedings and the parties do not apply for the settlement to be recorded in the form of an award, the decision on the termination of the proceedings shall be taken the President of the Arbitral Council.
3. § 41 section 7, § 42, § 45, § 46 and § 47 shall apply *mutatis mutandis* to a decision to terminate proceedings.

## **CHAPTER V**

### **AWARDS AND ORDERS**

## **§ 41**

### **Awards**

1. The Arbitral Tribunal shall decide a dispute by way of an award. If the Arbitral Tribunal terminates the proceedings and decides on the costs of the proceedings or decides only on the costs of the proceedings, its decision shall be made in the form of an award.

2. The award is binding on the parties. The parties shall voluntarily comply with the award.
3. The award shall be rendered within six months from the date on which the file was transmitted to the Arbitral Tribunal, but no later than two months from the last day of the hearing or the date of the last written submission by a party.
4. The Arbitral Tribunal shall issue the award after conducting confidential deliberations.
5. If a dispute is decided by an Arbitral Tribunal comprising more than one arbitrator, the award shall be decided by a majority decision. If there is no majority, the vote of the presiding arbitrator shall prevail.
6. If an arbitrator does not participate in the vote without good cause, the other arbitrators may vote in the absence of that arbitrator.
7. An arbitrator who does not agree with the majority may dissent, making a note to that effect next to the arbitrator's signature on the award. The arbitrator who dissents, submits a dissenting opinion within 14 days of the date of the award.

## **§ 42**

### **Form and Contents of an Award**

1. The award shall state:
  - 1) the names of the arbitrators and the parties,
  - 2) the date and place of the award,
  - 3) the legal basis of the jurisdiction of the Arbitral Tribunal,
  - 4) the decision on the relief sought by the parties, and
  - 5) the reasons on which it is based.
2. Before signing the award, the Arbitral Tribunal shall submit a draft thereof to the Court of Arbitration. The President of the Arbitral Council may present to the Arbitral Tribunal comments that do not relate to the merits of the award in order to make necessary corrections.
3. The award shall be in writing and shall be signed by all the arbitrators. If an arbitrator does not sign the award, the other arbitrators shall state the reasons for the lack of the signature.

4. If the dispute is decided by an Arbitral Tribunal comprising more than one arbitrator, the date of the award shall be the date the majority signed the award.
5. The President of the Arbitral Council and the Director General shall make a statement on the award that the Arbitral Tribunal was constituted in accordance with the Rules and that the signatures of the arbitrators are authentic.

### **§ 43**

#### **Partial and Interim Award**

1. The Arbitral Tribunal may issue a partial award if a part of the claimant's or respondent's claims may be decided.
2. On the application of a party, the Arbitral Tribunal may issue an interim award in which it decides on some of the issues in dispute.

### **§ 44**

#### **Settlement**

At the request by the parties, the Arbitral Tribunal may record a settlement in the form of an award or record it in the minutes of the hearing.

### **§ 45**

#### **Delivery of Award**

1. The award shall be delivered to the parties. If an arbitrator dissented, the dissenting opinion shall also be delivered to the parties.
2. The award shall be delivered to a party after the party has paid all fees and expenses to the Court of Arbitration.
3. On the application of a party, the Court of Arbitration shall issue certified copies of the award.
4. After the award is sent to the parties, at the request of a party, the Court of Arbitration shall email a copy of the award to that party. Sending the electronic copy of the award does not constitute delivery of the award.

## **§ 46**

### **Correction and Interpretation of Award**

1. Within 30 days of the date the award is delivered, a party may apply for:
  - 1) a correction of inaccuracies, clerical or computational errors or other manifest errors contained in the award,
  - 2) an interpretation of the award.
2. The other party may submit comments on the application for a correction or interpretation of the award within 14 days of the date the application was delivered to the party, unless the Arbitral Tribunal sets a different time-limit.
3. The Arbitral Tribunal shall decide on the application for the correction or interpretation of the award within 30 days from the submission of the comments by the other party or from the expiry of the time-limit for submitting the comments. The Arbitral Tribunal may also correct the award on its own initiative within 30 days of the date of the award.
4. Copies of the award shall be issued with a mention of a correction or an interpretation.
5. A decision to correct or interpret the award shall constitute an integral part thereof.

## **§ 47**

### **Additional Award**

1. Within 30 days of the delivery of the award, a party may apply for a decision on claims that the Arbitral Tribunal did not decide in the award.
2. The other party may submit comments on the application for an additional award within 14 days of the date the application is delivered to it, unless the Arbitral Tribunal sets a different time-limit.
3. The Arbitral Tribunal shall issue an additional award or dismiss an application for an additional award within 30 days of the date the other party submitted its answer or from the expiry of the time-limit for submitting the comments.

## **§ 48**

### **Orders**

1. In matters that do not require an award, the Arbitral Tribunal shall issue an order.

2. The orders shall be binding on the parties. The parties shall voluntarily comply with the orders.
3. The following orders shall contain written reasons: orders on the jurisdiction of the Arbitral Tribunal, the removal or revocation of an arbitrator, the continuation of the proceedings by an incomplete Arbitral Tribunal, the decision to leave a counterclaim or a set-off defence unexamined, an interim measure to secure a claim, an interim measure to preserve evidence, the supplementation of claims, the continuation of the proceedings notwithstanding the withdrawal of a claim, the stay of proceedings, the determination of the amount in dispute, the consolidation of proceedings, the admission of a third party to the proceedings as a party as well as an order on the termination of proceedings and a correction, interpretation or denial of an additional award.
4. The Arbitral Council or the President of the Arbitral Council shall issue orders with respect to matters set out in the Rules.

#### **§ 49**

#### **Publication**

The Court of Arbitration may publish an award, an order or a dissenting opinion, ensuring anonymity, if neither of the parties objects to its publication within 14 days of the date of their delivery.

### **CHAPTER VI**

#### **COSTS OF PROCEEDINGS**

#### **§ 50**

#### **Costs of Proceedings**

1. At the request of a party, the Arbitral Tribunal shall decide on the costs of the proceedings, taking into account the outcome of the proceedings, the extent to which each party has contributed to the expeditious and efficient conduct of the proceedings, as well as other relevant circumstances.
2. The costs of the proceedings include:

- 1) the fees,
  - 2) the expenses, and
  - 3) the costs of the parties.
3. A party that applies for awarding the costs of the proceedings shall submit a cost submission before the closing of the proceedings or within another time-limit set by the Arbitral Tribunal.

## **§ 51**

### **Fees**

The parties shall pay the fees to the Court of Arbitration in accordance with the schedule of costs in force on the date the proceedings are commenced.

## **§ 52**

### **Expenses**

1. The parties shall bear the expenses related to the proceedings, in particular expenses related to the activities of the arbitrators, and of the experts, interpreters, translators and court reporters appointed by the Court of Arbitration.
2. The Director General shall invite a party or parties to make an advance payment for costs. If the advance payment is not made on time, the Arbitral Tribunal shall not undertake the actions for which the advance payment was to be made.
3. After the conclusion of the proceedings, the Court of Arbitration shall refund the difference between the amount of the advance payment and the expenses actually incurred to a party.

## **§ 53**

### **Costs of Parties**

1. When deciding on the costs of the proceedings, the Arbitral Tribunal shall take into account justified costs of legal representation as well as other justified expenses incurred by a party in connection with the proceedings, including the costs related to the services of experts, interpreters, translators and court reporters appointed by a party.

2. When deciding on the costs of legal representation, the Arbitral Tribunal shall take into account the remuneration of the party representatives in a reasonable amount, bearing in mind the outcome of the proceedings, the work of the party representatives, the manner in which the case was conducted, the nature of the case and other circumstances that it considers relevant.

## **CHAPTER VII**

### **FINAL PROVISIONS**

#### **§ 54**

##### **Adoption of Rules and their Entry into Force**

1. The Rules were adopted by a resolution of the Arbitral Council on 10 October 2024.
2. The Rules shall come into force on 1 January 2025.