

**THE EXPEDITED RULES  
OF THE INTERNATIONAL COURT OF ARBITRATION  
IN AFFILIATION WITH THE CHAMBER  
OF COMMERCE AND INDUSTRY  
OF THE KYRGYZ REPUBLIC**

(as amended on June 26, 2020)

(effective from February 03, 2020)

**APPROVED BY**

Resolution of the Supervisory Board  
of the International Court of  
Arbitration in affiliation with the  
Chamber of Commerce and Industry  
of the Kyrgyz Republic dated  
November, 22, 2019

**SECTION I. GENERAL PROVISIONS**

**Article 1**

Aim and objectives of the Expedited Rules

Expedited Rules of the International Court of Arbitration in affiliation with the Chamber of Commerce and Industry of the Kyrgyz Republic has been developed for the purpose to reduce the terms of dispute resolution between parties and applies on condition that the disputing parties came to the conclusion to solve the dispute according to the provisions of present Rules.

**Article 2**

Definitions

For the purposes of the present Rules:

- "International Court of Arbitration" means one arbitrator, appointed by the contending parties or assigned by the Chairman of the International Court of Arbitration in affiliation with the Chamber of Commerce and Industry of the Kyrgyz Republic;
- "list of arbitrators " – the list approved by the decision of the Supervisory Board of the International Court of Arbitration in affiliation with the Chamber of Commerce and Industry of the Kyrgyz Republic, containing full names of the arbitrators, and also detailed information about them;
- "party" - claimant or defendant;
- "claimant" means one or several claimants;
- "defendant" means one or several defendants;
- "the award" means the decision of the Court of arbitration on taking measures to secure the claim, or any other decision of the Court of Arbitration rendered in accordance with the present Rules.

Article 3. Competence of the International Court of Arbitration in affiliation with the Chamber of Commerce and Industry of the Kyrgyz Republic

3.1. The International Court of Arbitration in affiliation with the Chamber of Commerce and Industry of the Kyrgyz Republic (or the ICA CCI) is a permanent organization functioning under the Law of the Kyrgyz Republic "On Arbitration Courts in the Kyrgyz Republic", other laws of the Kyrgyz Republic, its own Charter, Applicable Rules as well as by other local acts of the ICA CCI.

3.2. The aim of the ICA CCI is to render assistance to the legal and natural entities in the out-of-court settlement of disputes, arising between them, which are resulted from civil relationships, provided that there is an arbitration agreement (arbitration clause) granting it the applicable competence.

3.3. Pursuant to the parties agreement, the following disputes may be referred to the ICA CCI: disputes arising from contractual and other civil legal relationships in the course of foreign trade and other forms of international economic affairs, including investment disputes subordinated to the competent court, as well as disputes, in which one or both parties shall be the citizens, except for disputes:

- on claims against regulations and other actions (inactivity, refuse to undertake actions) of the law enforcement officer;
- on fact-finding having the juridical significance (juridical facts);
- on rehabilitation of the rights under the lost financial securities;
- on bankruptcy (insolvency);
- on compensation of a damage caused to life or health of the citizen;
- on protection of dignity, virtue and business reputation;
- arising from heritable legal relations;
- concerning the order and terms of getting married and termination of marriage;
- concerning personal and moral relations arising in a family between the marital partners, between the parents and children, between other members of the family;
- arising in connection with adoption, guardianship and tutelage, acceptance of children for upbringing;
- arising at the registration of civil status acts;
- disputes with regard to which the law doesn't provide for any possibility to submit disputes to the Court of Arbitration.

3.4. Civil relationships resulted in disputes that may be referred to the ICA CCI shall include: the relationships arising from purchase and sale (delivery) of goods, contracts of service and labor, exchange of goods and (or) services, carriage of goods and passengers, commercial representation and mediation, rent (leasing), scientific-technical exchange, exchange with other results of creative activity, construction of industrial and other objects, licensing operations, investments, credit and account operations, insurance, other forms of business activity and other legal relationships.

3.5. The ICA CCI shall consider disputes subject to its jurisdictions by virtue of the international treaties of the Kyrgyz Republic as well as of the Law "On Foreign Investments in the Kyrgyz Republic".

3.6. The International Court of Arbitration shall resolve disputes in accordance with the standards of the substantive law, which the parties have defined in the agreement or in the arbitration agreement as applicable to the nature of the dispute. In the absence of the agreement on applicable law the Court of Arbitration shall independently define the rules of law, which should be applied in consideration of the dispute. The International Court of Arbitration shall

take the award on the merits of the dispute pursuant to the applicable law, and in the part, which has been not regulated by the applicable law, according to business rules.

3.7. The order of dispute resolution by the arbitrator shall be defined by the present Rules or other Rules of the ICA CCI. Before the appeal to the ICA CCI the parties shall have the right to agree the dispute to be considered at the ICA CCI pursuant to the UNCITRAL Rules.

#### Article 4. Agreement on transferring disputes for settlement to the International Court of Arbitration

4.1. Agreement on the transfer of a dispute for settlement to the Court of Arbitration shall be an agreement by the parties to transfer to the Arbitration Court a certain dispute of some or all categories, which have arisen or may arise between the parties as part of any legal relationship, irrespective of contractual character or lack thereof.

4.2. The arbitration agreement shall be declared legally effective irrespective of validity of this agreement, the part of which it is.

4.3. The arbitration agreement may be made as an arbitration clause in the agreement, which shall be the constituent part of this agreement, or may be in the form of a separate agreement.

4.4. The arbitration agreement shall be in writing. An agreement is in writing if it is contained in a document signed by the parties or in an exchange of letters, telex, telegrams or other means of telecommunication, which provide a record of the agreement. The reference in a contract to a document, containing an arbitration clause constitutes an arbitration agreement provided that the contract is in writing and the reference is such as to make that clause the part of the contract.

4.5. The conclusion by the parties of the arbitration agreement on reference of a dispute for settlement to the ICA CCI means consent of the parties with the present Rules, its amendments and changes effective at the moment of filing of the claim.

#### Article 5. Principles of examination of arbitration case

##### 5.1. Impartiality and independence of arbitrator

The arbitrator shall be independent and impartial in the performance of their duties. Representatives of the parties, serving as members in the list of arbitrators, cannot be nominated by the parties as arbitrators, but shall have the right to act as representatives of the parties in the arbitration.

##### 5.2. Legal equality of the parties

Dispute resolution in the ICA CCI shall be carried out on the basis of legal equality of the parties under the law and the ICA CCI. Each party shall have equal possibilities for protection of their rights in the ICA CCI. The parties shall have equal procedural rights.

##### 5.3. Competitiveness of the parties

Each party shall be obliged to prove those circumstances, to which it refers as substantiation of its demands and objections.

##### 5.4. Mandatory enforcement of the arbitration award

The arbitration award shall be final and binding for the parties and not subject for appeal.

#### Article 6. Parties participating in an arbitration case

6.1. The persons participating in the case, shall be the parties as well as third persons.

6.2. Parties in the arbitration shall be the claimants and defendants.

6.3. Claimants may be legal entities or individuals, as well as bodies of the state authority and local self- administration presenting the claim on their own interests.

6.4 The defendants may be legal entities or individuals, as well as bodies of the state authority and local self- administration, against whom a claim is made.

#### Article 7. Rights of the parties participating in an arbitration case

7.1. The parties participating in a case, shall have the right:

- to acquaint themselves with the materials of the case, to take notes on them, to make photocopies of them at their own expenses;
- to challenge the arbitrators, experts, translators;
- to submit evidence and to participate in their examination;
- to question other parties participating in the case, such as witnesses, experts and specialists;
- to petition the court, including for subpoena of additional evidence;
- to give oral and written explanations to the court;
- to advance arguments on all questions arising in the course of examination of the case;
- to object to the petitions and arguments of other parties participating in the case;
- to participate in pleas;
- to familiarize themselves with the minutes of the court session and to comment in writing upon them.

#### Article 8. Inadmissibility of abusing rights in the court of arbitration

8.1. The International Court of Arbitration will not allow parties participating in examination of a case to take actions with the clear intentions:

- to cause harm to another party;
- to preclude from the quick and just resolution of a dispute on the merits;
- to willfully drag out the time period required to hear the case.

Abuse of one's rights in any other form shall be similarly disallowed.

8.2. Abuse of one's rights shall cause the arbitrator to fine the guilty party, in the amount of loss suffered by the other party as a result of the abuse.

#### Article 9. Waiver of the Right to refer to the Rules

Either of the parties, knowing any of the provisions or requirements of these Rules were not observed, and, nevertheless, continuing to participate in the arbitration case, and not having objected to the fact of non-observance, shall be deemed to have waived its right to objection.

#### Article 10. Multy-party arbitration

A claim may be filed by multiple claimants or against multiple defendants. Each claimant or defendant shall act independently in the hearings. Accomplices may delegate conduct of their part in the hearing to one of the other accessories.

## SECTION II

### STRUCTURE AND ACTIVITY OF THE INTERNATIONAL COURT OF ARBITRATION

#### Article 11. Structure of the ICA CCI

11.1. Activity of the ICA CCI shall be organized by the Chairman, the Deputy Chairman and the Executive Secretary.

11.2. In order to resolve a specific dispute, the arbitrator shall be appointed from the list of arbitrators of the ICA CCI in the procedure established by the present Rules.

#### Article 12. The Chairman and the Deputy Chairman of the ICA CCI

12.1. The Chairman of the ICA CCI shall carry out the following functions:

- receive persons wishing to get information on the activities of the ICA CCI or to resolve a certain dispute;
- determine the jurisdiction of the court with regard to a given case in the ICA CCI at reception in court of the statement of claim;
- appoints arbitrator in the cases, defined by the present Rules
- render a ruling on acceptance of the claim for the arbitration proceedings in the ICA CCI, a ruling on return of the claim filed in violation of the requirements under Article 21 of these Rules, on termination of the arbitration proceedings if the plaintiff recalls the claim before the appointment of the arbitrator, on extension of the procedural deadlines and other rulings;
- carry out other functions relating to the activity of the ICA CCI, foreseen by the Applicable rules and other local acts of the ICA CCI.

In case of absence of the Chairman of the ICA CCI or on his instructions, all above mentioned functions shall be carried out by the Deputy Chairman of the ICA CCI.

12.2. The Chairman of the ICA CCI, realizing his competency, defined by the present Rules and other Applicable rules of the ICA CCI, shall make decisions in the form of orders and rulings.

#### Article 13. The Executive Secretary of the ICA CCI

The Executive Secretary of the ICA CCI shall organize record keeping, bear responsibility for the activities of the Secretariat of the ICA CCI, inform the parties of the requirements of these Rules; familiarize the parties with a list of arbitrators, provide for selection of an arbitrator; provide adequate notice of the parties of the date, time and place of arbitration; provide all parties and arbitrators with all materials and documents in the course of the arbitration; take the minutes of the court of arbitration's sessions; certify copies of documents submitted by the parties; certify copies of minutes of the court of arbitration's sessions; perform other duties related to the preparation and provision of the arbitration .

#### Article 14. Arbitrator

14.1 An arbitrator of the ICA CCI may be a capable physical person, included in the list of arbitrators of the ICA CCI, having knowledge adequate to provide for qualified resolution of a dispute, deemed to be within the jurisdiction of the ICA CCI.

14.2. The List of arbitrators shall be confirmed by the Supervisory Board of the ICA CCI.

14.3. The following persons may not be included in the List of arbitrators of the ICA CCI:

- a judge of a competent court of the Kyrgyz Republic;
- a state officer of the Kyrgyz Republic;
- a person having previous conviction;
- a person, recognized as incapable or partially capable.

14.4. Unless otherwise agreed by the parties, no-one can be deprived of his right to act as an arbitrator for the reason of his citizenship;

14.5. Removal of arbitrator shall be made:

- by application of the arbitrator;
- where an arbitrator systematically is prevented from de facto fulfilling of his duties or in case when he discloses the commercial classified information about disputes considered by the ICA CCI;
- at appointment for a state service, including appointment or election to bench;
- in case, if the arbitrator has entered into legal force of a guilty verdict;
- in case of disturbance of the Code of Ethics of the arbitrators of the ICA CCI or at undertaking of an act, incompatible to the status of the ICA CCI.

14.6. Removal of the arbitrator shall be made by the decision of the Supervisory Board.

#### Article 15. Privacy

The Chairman, the Deputy Chairman and the Executive Secretary as well as other workers and the arbitrators of the ICA CCI shall keep in secret information received by them in connection with a hearing.

#### Article 16. Language of arbitration

16.1. The parties shall have the right at their own discretion to agree upon the language to be used in the proceedings.

16.2. If the parties have not agreed, or where it is impossible to conduct proceedings in the language chosen by the parties, the arbitrator shall define a language to be used in the proceedings.

16.3. The agreement or decision on the language of the arbitration shall be diffused to any written announcement of the parties, evidence, ruling and arbitration award of the arbitrator.

16.4. In case when the parties have agreed on the language in which the hearing will be conducted, the ICA CCI shall at their request provide the services of an interpreter at their own expenses.

16.5. The arbitrator shall have the right to show demand to any documentary evidence to be accompanied by translation into the language, which the parties have agreed upon or which is determined by the arbitrator.

#### Article 17. Place of arbitration

17.1. The place of hearings shall be the office of the ICA CCI in Bishkek, or any other places chosen by the parties and approved by the ICA CCI, in view of circumstances of the case, including the fact of convenience for the parties.

17.2. Despite of provisions set in item 16.1. of the present article, the arbitrator as agreed with the Chairman of the ICA CCI shall have the right to hold hearings in any place, which he considers most eligible for conducting consultations between its members, hearing of the witnesses, experts, or for inspection of the goods, assets or documents.

#### Article 18. Notice

18.1. Any notices or communications that are required or may be required under these Rules (hereinafter referred to in article 17 as Notice) shall be presented in writing and delivered by a registered letter or by a courier service, or by persons who are entrusted by the arbitration, or transmitted by Fax, or sent by e-mail, SMS, messengers (WhatsApp, Viber, etc.), or other means of telecommunication that provide a record of delivery.

18.2. If the notice is delivered by a registered letter or by a courier service, or by persons who are entrusted by the arbitration, it shall be given to a citizen personally against a receipt on the document to be returned to the ICA CCI or on the second copy of the notice. Notice addressed to the organization shall be given to the person who accepts the notice who signs on the document to be returned to the ICA CCI or on the second copy of the notice.

18.3. If a person delivering the notice does not catch a citizen noticed or called with regard to case in his/her place of residence or work, the notice shall be given to his/her adult family members living together with him/her with their consent. In this case, a person receiving the notice shall state his/her full name, as well as relation to the addressee (spouse, father, mother, son, daughter, etc.) on the spine of the document returned to the ICA CCI or on the second copy of the notice.

18.4. If the addressee his/her adult family member refuse to accept a notice, a person delivering it shall make a corresponding note on the notice which is returned to the ICA CCI.

18.5. A person who refused to accept a notice shall be deemed notified of the time and place of the arbitration or specific legal proceedings, and the notice shall be deemed delivered.

18.6. In the absence of an official notice about the change of address sent to all parties, the ICA CCI and arbitrators, the last known home or business address of the party shall be considered the actual address of the party used to notify or transmit any messages during the arbitration proceedings.

18.7. Persons involved in the arbitration must inform the court of arbitration about the change of their address during the proceedings. In the absence of such information, the notice shall be sent to the last known address and considered to have been delivered even the addressee no longer resides at that address.

18.8. Persons participating in arbitration shall be also deemed to be duly notified, and the notice shall be deemed delivered:

a) if, despite the postal notification, the addressee did not come for the receipt of notices which were sent by the ICA CCI in the prescribed order, and communication services informed the ICA CCI about it;

b) if the notice sent by the ICA CCI to the last known to the ICA CCI place of residence of a citizen or the location of a legal entity is not handed due to the absence of the addressee at the specified address.

18.9. With the purpose to determine the commencement of arbitration, any notice, if it is delivered by a registered letter, or by a courier service, or by persons who are entrusted by the arbitration, shall be deemed to have been delivered on the day of its delivery, and in the case of sending by other means established by the article 17.1 of the Rules shall be deemed to have been delivered on the day of their sending by Fax or on the day of their sending by e-mail, SMS messages, messengers (WhatsApp, Viber, etc.), or other means of telecommunication. In cases established by the articles 17.2., 17.3. of the Rules, the delivery date is the date of handing of the notice. In cases established by the articles 17.4 of the Rules, the date of delivery is the date when the person delivering the notice indicates that the addressee refuses to accept the notice; in cases established by the articles 17.7, 17.8 of the Rules the date of delivery is the date when the notice is received by the addressee's post office or courier service.

18.10. With the purpose to determine the compliance with the terms, any notice or communication shall be deemed to have been sent, delivered or transmitted before the deadline date through the day of expiry.

#### Article 19. Periods

19.1. The periods, foreseen or established by the present Rules, start to be calculated since day, following after date, when the notice or communication shall be deemed to have been delivered pursuant to the Rules. If the day, following after such date, shall be a holiday or nonworking day in the country, where the notice or communication shall be deemed to have been delivered, the period starts to be calculated on the first following working day. Holidays or nonworking days shall be included up in numeration of periods. If the last day of the applicable period is a holiday or nonworking day in the country, where the notice or communication shall be deemed to have been delivered, the period lapses at the end of the first following working day.

19.2. The ICA CCI may at any time extend (even after expiration) or reduce any periods established by the present Rules, with the purposes to provide conduct of the arbitration, including periods of submission of any notice or communication between the parties.

19.3. At the same time, the International Court of Arbitration shall make all efforts, so that the period of arbitration would not exceed one month from the moment of appointment of arbitrator, and if at least one of the parties of dispute is a foreign investor - two months.

### SECTION III

#### ARBITRATION HEARINGS

##### A. Initiation of proceedings

#### Article 20. Filing of a claim

20.1. The arbitration shall be instituted by filing a statement of claim with the ICA CCI.

20.2. The statement of claim shall be deemed to have been filed on the day when it was handed to the ICA CCI. If it was sent by mail, the date on the postal stamp shall be considered the date of filing of the statement of claim.

#### Article 21. Content of the Statement of claim

21.1. The statement of claim shall include:



- the date of application;
- full names of the parties, their mail addresses;
- the value of the claim, if the claim is subject to valuation;
- a statement of the demands of the plaintiff;
- the circumstances and norms of the law, on which the claimant relies, and indication of evidence, corroborating these circumstances;
- the justified calculation of the demands;
- other information meaningful for exact consideration of a dispute;
- list of documents, enclosed to the claim, and other evidences;
- the claimant's signature (for the claimant – legal entity, the signature of the person who has signed the claim, must be certificated with the seal).

21.2. The following documents should be enclosed to the claim, confirming:

- presence of the arbitration agreement;
- sending of a copy of the claim and all enclosed documents to the defendant;
- payment of the registration fee;
- the letter of attorney confirming authorities of the representative.

21.3. At submission of the claim the claimant shall nominate one arbitrator in writing.

#### Article 22. Value of the Claim

22.1. The value of the Claim shall be defined as follows:

- (a) in relation to claims for the recovery of money – based on the amount to be recovered;
- (b) in relation to claims concerning the demand of assets – based on the value of such assets;

22.2. In case where the claim has non-property nature, the value of a claim shall be defined pursuant to the Regulation on arbitration fees and costs of the ICA CCI.

22.3. If the claim consists of sub-claims, the value of each sub-claim must be defined separately. In this case, the value of the claim shall be defined as the total sum of all the sub-claims.

22.4. If the claimant has failed to define or has incorrectly defined the value of the claim, the arbitrator shall on its own initiative or at request of the defendant, define the value of the claim on the basis of available information.

#### Article 23. Rectification of the Statement of Claim

23.1. On finding that the statement of claim has been filed in violation of the requirements of Article 21 of the present Rules, the Executive Secretary of the ICA CCI shall invite the claimant to rectify the defects so found. The period to rectify the defects shall not exceed 3 days from the day of the receipt of such invitation.

23.2. Where despite the invitation to rectify the defect of the statement of claim, the claimant does not rectify them but insists on the case being examined, the ICA CCI shall return the statement of claim to the claimant without consideration.

#### 24. Arbitration expenses

24.1. When filing a statement of claim the claimant shall pay a registration fee. The claim shall be deemed not to be filed until the registration fee is paid.

24.2. The registration fee is not refundable

24.3. The claimant shall ensure the advance payment of the arbitration fee in respect of each filed claim. The registration fee paid by the claimant at the time of filing the statement of claim shall be counted towards the sum of advance.

24.4. The arbitration in respect of any given claim are not to be initiated and the case is to remain without progress until the advance payment of the arbitration fee is effected.

24.5. The amount of the registration and arbitration fees, procedure for their payment and distribution as well as the procedure for covering other arbitration costs are established by the Regulation on Arbitration fees and costs of the ICA CCI.

#### B. Preparation of the arbitration

Article 25. Notification of the defendant and appointment of arbitrator by the defendant.

25.1. Within the three days from the date filing of the statement of claim and payment of a registration fee the Executive Secretary of the ICA CCI shall notify the defendant thereof and shall invite him within not more than 5 days after receiving of notice to submit his written statement of defence supported by relevant evidence.

Within the same period, the defendant shall indicate its consent or disagreement with the nominee of the arbitrator proposed by the claimant, if the nominee of the arbitrator was not determined in advance by the parties.

Article 26. Appointment of an arbitrator

26.1. If the parties have failed to agree in advance that the case shall be considered by an arbitrator, the arbitrator shall be appointed by the parties according to the present Rules.

26.2. If the claimant and defendant fails to appoint an arbitrator within the times envisaged in item 25.1 of the present Rules, the arbitrator shall be appointed on their behalf by the Chairman of the ICA CCI from the List of arbitrators.

The appointment of an arbitrator by the Chairman of the ICA CCI shall be made within two days after a 5-day period specified in the item 25.1. of the present Rules for the submission of the defendant's statement of defence and expression of consent to the claimant's proposed nominee of an arbitrator.

Article 27. Preparation of the case for examination

27.1. Within one day from the date of appointment of the arbitrator, the claimant shall pay the arbitration fee to the ICA CCI.

27.2. After depositing by the claimant of the arbitration fee the arbitrator shall check up the preparation of the case for arbitration and, if it deems necessary, shall take further measures to prepare the case, particularly by obtaining written explanations, evidence, or other additional documents. If the additional measures are undertaken to prepare the case, then periods are determined within which additional measures shall be carried out.

27.3. The arbitrator may fulfill actions, connected with the preparation of the case for arbitration through the Executive Secretary of the ICA CCI. All documents, including any written notices, given by the parties, shall be sent to the ICA CCI.

#### Article 28. Form of the arbitration proceedings

28.1. The arbitration shall be conducted in the form of oral hearings with involvement of the parties' representatives.

28.2. Arbitration may be conducted on the basis of the written materials if the parties have agreed thereof in writing.

28.3. It is allowed to conduct an oral hearing with remote participation of arbitrator and participants in the session of the court of arbitration in real time using electronic means of video communication.

#### Article 29. Notification of the parties about the hearing

29.1. The parties shall be notified of the time and place of a hearing by written notices, which shall be forwarded to them 2 days prior to the hearing.

29.2. Should there be a need to conduct further hearings, their dates shall be set by the arbitrator with consideration of particular circumstances.

#### Article 30. Challenge of arbitrator, expert and interpreter

30.1. Each party shall be entitled challenge an arbitrator if there are circumstances giving rise to justifiable doubts as to his impartiality or independence, particularly if it can be supposed that they are personally, directly or indirectly interested in the outcome of the arbitration. The request of challenge may also be submitted in case when an arbitrator does not have the qualifications stipulated in the parties' agreement.

30.2. The party shall submit its written request of challenge containing the motives of thereof not later than 3 days after he has come to know that the arbitrator has been appointed, or within 3 days after the party has found out about any circumstances, which may be a ground for the challenge. Such request submitted subsequently shall be considered only if the delay is justified.

30.3. The question of challenge shall be decided by the Chairman of the ICA CCI.

30.4 Any arbitrator may also state his self-challenge on his own initiative at any stage of the arbitration in cases when:

- a) he is the relative of the party or of the party's representative;
- b) he personally, directly or indirectly is interested in the outcome of a dispute or if there are other circumstances giving rise to justifiable doubts as to their impartiality or independence;
- c) the requirements established in the item 14.3 of the present Rules are not observed;
- d) he has no qualification specified in the arbitration agreement.

30.5. The Chairman of the ICA CCI shall have the right on his own initiative to decide the question on challenge to any arbitrator if there are causes stipulated in the item 30.4 of the present article.

30.6. For the same causes, stipulated in the item 30.4 of the present article, the experts and interpreters participating in the arbitration may be challenged. In this case the question of challenge shall be decided by the arbitrator.

#### Article 31. Termination of arbitrator powers at the stage of arbitration

31.1. If the arbitrator is legally or physically incapable of performing his functions without unjustifiable delay for any other reasons, his powers can be terminated upon mutual agreement of the parties.

31.2 Powers of an arbitrator shall be also terminated in case of his statement of self-challenge.

31.3. In case when there are causes stipulated in the item 31.1 of the present article, and in case when the parties have failed to reach a relevant agreement, each of the parties shall be entitled to apply to the Chairman of the ICA CCI with the request to resolve the question of termination of the powers of the arbitrator.

#### Article 32. Substitution of the arbitrator

32.1. If the arbitrator was challenged or is not able to participate in the consideration of the case for other reasons, his place shall be taken by a new arbitrator who shall be elected or appointed in accordance with the Rules

32.2. If necessary and with regard to the views of the parties the arbitrator may reexamine issues which have been already considered in the course of hearings preceding the substitution.

#### C. Arbitration proceedings

##### Article 33. Oral hearing

Any oral hearing is conducted to enable the parties to express their stands on the base of the present evidence and to hold debates. The hearing of the case shall be conducted in private. With permission of the arbitrator and with the consent of the parties persons not participating in the arbitration may be present at the hearing.

##### Article 34. Participation of the parties

34.1. The parties may present their cases in the ICA CCI and in process of arbitration directly or through duly authorized representatives appointed by the parties at their discretion, including those appointed from among foreign citizens and organizations.

34.2. Failure to appear by a party who has been duly notified of the time and place of the hearing shall not prevent the case from being examined and the award from being made, unless the defaulting party has requested in writing to adjourn the proceedings for good reasons.

34.3. Either party may request the hearing of the case to be conducted in his absence.

##### Article 35. Surrender of documents

35.1. All documents submitted by one of the parties to the ICA CCI, shall be surrendered in copies to the other party.

35.2. The ICA CCI shall surrender to the arbitrators the copies of the documents, presented by the parties.

#### Article 36. Interim measures

36.1. At the request of any party the arbitrator may order that either party shall take such measures of protection in respect of the subject-matter of the dispute.

36.2. The decision on application of interim measures shall be executed in the order, foreseen for execution of the arbitration award.

#### Article 37. Examination of the case on the basis of written materials

In case when the parties have agreed that the arbitrator settle the dispute on the basis of written materials only without holding any hearing, the arbitrator may direct that a hearing be conducted, if the materials presented proved insufficient for resolution of the dispute on the merits.

#### Article 38. Alteration or addition to a claim or to a defence

38.1. Before the oral hearing or dispute on the basis of written materials are completed either party may alter or add to its claim demands or defense objections therein.

38.2. If the arbitrator admits the delay caused by the party in alteration or addition to his claim or defence as justified, it may charge that party with any additional costs of the ICA CCI and expenses of the other party resulting therefrom.

38.3. The arbitrator may think inexpedient to allow such alteration of or addition to the claim or defence taking into account the delay caused, or to allow such alteration of or addition to the claim or defence.

38.4 At aggravation of the amount of the claims as a result of their change, the amount of the arbitration fee shall be counted afresh pursuant to the Regulation on arbitration fees and costs, and the additional demands, announced by the claimant, shall not be considered by the arbitrator unless additional payment of the arbitration fee is paid.

#### Article 39. Counter-claim and set-off claim

39.1. The defendant shall be entitled within the period of time specified in item 25.1 of the present Rules, to make a counterclaim arising out of the same contract or to make a claim arising out of the same contract for the purpose of set-off.

39.2. The counterclaim and the claim with the purpose of set-off shall meet the same requirements as the principal claim.

39.3. The arbitration fee, stated in the Regulation on arbitration fees and costs shall be levied at applying of the counterclaim or the claim with the purpose of set-off.

#### Article 40. Evidence

40.1. The parties must prove the circumstances relied on by them in support of their demands or objections. The arbitrator may require the parties to present other evidence. It also may, at its

own discretion, direct that expert examination be conducted and obtain evidence from third parties as well as summons and hear witnesses at the request of the parties.

40.2. Either party may present written evidence in the original or in the form of duly certified copies. The arbitrator may require translation of such evidence into another language where it is necessary in the interests of the examination of the case.

40.3. Verification of evidence shall be effected as directed by the arbitrator.

40.4. The arbitrator shall evaluate the evidence according to their inner convictions.

40.5. Failure by either party to present an adequate evidence does not prevent the arbitrator from continuing the proceedings and making an award on the basis of the available evidence.

#### Article 41. Participation of the third parties

Any third party may only join the arbitration proceedings with the consent of the parties in dispute. Invitation of any third party to the proceedings, apart from the consent of the parties of the dispute, requires the consent of the invited person. The request for the involvement of a third person is allowed only before the start of the examination the case on its merits. The consent of the third party to the invitation shall be expressed in writing.

#### Article 42. Suspension of arbitration

42.1. Where necessary to conduct expertise the arbitration may be suspended. The suspension shall be directed by a ruling.

42.2. The suspension of the arbitration shall pause the period, during which the arbitration is to be conducted. After recommencement of the arbitration the flow of period shall be continued.

#### Article 43. Minutes of hearing

43.1. The hearing of the case shall be recorded in the minutes, which shall include the following data:

- the name of the ICA CCI;
- the number of the case;
- the place and date of the hearing;
- the names of the parties in dispute;
- information as to participation of the parties' representatives in the hearing;
- the full name of the arbitrator, witnesses, experts, interpreters and other participants in the hearing;
- a short description of the course of the hearing;
- the parties' demands and an account of other important statements of the parties;
- the indication of reasons for suspension or termination of the proceedings;
- the signature of the arbitrator, certified by the seal of the ICA CCI.

For the fullest and correct reflection of oral hearing in the minutes the court of arbitration makes audio and video records of arbitration which will be attached to the minutes.

43.2. The parties may get acquainted with the contents of the minutes. The arbitrator may, at the request of any party, make a ruling to amend or supplement the record provided that the request is admitted justified.

43.3. The parties have the right to receive a copy of the minutes, having paid expenses for its manufacturing.

#### D. Termination of the arbitration

#### Article 44. The arbitration award

44.1. The arbitration shall be completed by making of a final award

44.2. The arbitrator shall have the right to make an interim award, as well as additional arbitration awards. The awards on interim measures of protection shall be considered as interim awards. Additional arbitration awards concern to the decisions related to additional collecting from the debtor of the charges connected to forced execution of the award rendered by the court of arbitration.

#### Article 45. Making of the award

45.1. On finding that all facts related to the dispute have been sufficiently clarified the arbitrator shall declare the hearing of the case completed and shall proceed to making of the award.

45.2. The award shall be made at a closed session.

#### Article 46. Announcement of the award

46.1. On making of the award the operative part of it shall be orally announced to the parties, and if the parties are absent, may be communicated to them in writing.

46.2. A motivated arbitration award shall be sent to the parties in writing within a period, not exceeding 10 days, determined by the arbitrator.

46.3. The arbitrator may conduct additional proceedings, if that is required for proper resolution of the dispute, unless the operative part of the award has been announced to the parties.

#### Article 47. Content of the award

47.1. The award of the arbitrator shall contain the following data:

- the name of the ICA CCI;
- the number of the case;
- the place and date of the delivery of the award;
- the full name of the arbitrator;
- the names of the parties in dispute and other participants in the arbitration;
- the subject-matter of the dispute and summary of the circumstances of the case;
- the short description of the claim, the statement of defence to it, of explanations and requests of persons, participating in the arbitration;
- the reasons for the decision, including circumstances of the case, established by the International Court of Arbitration, the evidence, upon which the International Court of Arbitration bases its award about these evidence, the pros and cons, upon which the International Court of Arbitration declines these or that evidence, and does not apply the laws and other normative acts, relied on by the parties, participating in the arbitration, as well as the laws and other normative legal acts, relied on by the court of arbitration on while making the award;
- the conclusion on meeting or declining the claim;

- the amounts of the arbitration costs and fees in the case, and their apportionment among the parties;
- the signatures of the arbitrators.
- the seal of the ICA CCI.

#### Article 48. Correction, interpretation and additions to the award

48.1. Either party, with notice to the other party, may, within thirty days of receipt by him of the arbitration award, request the arbitrator to correct in the award any errors in computation, clerical or typographical errors or other errors of similar nature.

If the arbitrator considers the request to be justified, it shall, within thirty days of receipt of the request, make the relevant corrections.

The arbitrator may make such corrections on its own initiative within thirty days counting from the date of sending the arbitration award to the parties.

48.2. Either party, with notice to the other party, may, within thirty days of receipt by him of the arbitration award, request the arbitrator to give an interpretation of a specific point or part of the award.

If the arbitrator considers the request to be justified, it shall, within thirty days of receipt of the request, give the required interpretation.

48.3. Either party, having notified another party, may, within thirty days of receipt by it of the arbitration award, request the arbitrator make an additional award in respect of the claims which were duly filed in the course of the arbitration proceedings, but however, were not reflected in the award.

If the arbitrator considers the request to be justified, it shall, within thirty days of receipt of the request, make the additional arbitration award.

48.4. The Chairman of the ICA CCI, if necessary, has the right to extend the periods mentioned in the paragraphs 2 of items 48.1, 48.2. and 48.3. of this article.

48.5. Any ruling, concerning correction or interpretation of the award, as well as the additional award, shall be an integral part of the arbitration award.

#### Article 49. Amicable settlement

49.1. If during arbitration proceedings, the parties settle their dispute amicably, the proceedings shall be terminated. At the parties' request the arbitrator may record the settlement in the form of an arbitration award on agreed terms.

49.2. To the arbitration award stipulated in the item 49.1 of the present Article the provisions of Article 47 of the present Rules shall be applied.

#### Article 50. Execution of the award

50.1. The awards of the International court of arbitration shall be executed by the parties voluntarily within the period specified in the arbitration award. If no period is indicated in the award, the latter shall be carried out immediately.



50.2. If the arbitration award is not executed voluntarily, it is subject to enforcement on the basis of the writ of execution issued by competent court in the order, established by the law.

#### Article 51. Termination of proceedings without making award

51.1. If no award is made in the case the arbitration shall be terminated by a ruling on termination of arbitration.

51.2. A ruling on termination of arbitration shall be issued:

- a) in case where the claimant withdraws his claim;
- b) in case where the parties agree on the termination of the arbitration;
- c) when the arbitrator finds that the continuation of the proceedings has for some reasons become unnecessary or impossible, in particular, in the absence of pre-requisites required for the case to be examined and solved on its merits, including where owing to the claimant's inaction the case stays without progress for more than one month, and with the participation of a foreign person - for more than two months;
- d) if the dispute is not a subject to the court of arbitration.

51.3. The rules established by articles 44-50 of these Rules shall apply accordingly to a ruling on termination of arbitration. Before the election of an arbitrator the decision to terminate the arbitration is made by the Chairman of the ICA CCI.