

**RULES
OF THE INTERNATIONAL COMMERCIAL ARBITRATION COURT
AT THE CHAMBER OF COMMERCE AND INDUSTRY OF THE RUSSIAN
FEDERATION¹**

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I. GENERAL PROVISIONS

§ 1. International Commercial Arbitration Court

1. The International Commercial Arbitration Court (ICAC) is an independent permanent arbitration institution (third-party tribunal) operating under the Law of the Russian Federation on International Commercial Arbitration of July 7, 1993.

2. The ICAC has its seat in Moscow.

§ 2. Jurisdiction

1. The parties to a dispute may agree to refer to the ICAC:

Disputes arising out of contractual or other civil law relationships connected with foreign trade and other kinds of international business where the place of business of at least one of the parties is located abroad, or disputes between enterprises with foreign interest and international associations and organizations established in the territory of the Russian Federation or between members thereof, or disputes between them and other subjects of law of the Russian Federation.

Civil law relationships resulting in disputes that may be referred to the ICAC for arbitration shall include, in particular, relationships concerning purchase and sale (delivery) of goods, labor and other services; exchange of goods and/or services; carriage of goods and passengers; commercial representation and agency; financial leasing; scientific and technological exchange; exchange of other intellectual products; construction of industrial and other projects; licensing operations; investment; crediting and settlement operations; insurance; joint ventures; and other forms of industrial and business cooperation.

2. The ICAC shall settle disputes subject to an agreement in writing between the parties to refer a dispute that has arisen, or may arise, between them to the ICAC.

3. The ICAC shall also accept for arbitration disputes subject to the jurisdiction thereof by virtue of international agreements.

4. The issue of ICAC jurisdiction in a particular case shall be decided by an arbitral tribunal examining the case. The arbitral tribunal may take a separate decision on the jurisdiction issue before the case is examined on its merits, or deal with this issue in an award on the merits of the dispute.

5. Issuing an award on the merits of a case shall belong to the exclusive authority of the arbitral tribunal examining a particular case.

II. ORGANIZATIONAL PRINCIPLES

§ 3. Arbitrators

1. Arbitrators shall be chosen or appointed in accordance with these Rules from among persons possessing the requisite specialized knowledge in settling disputes within the jurisdiction of the ICAC. The arbitrators shall be impartial and independent in fulfilling their duties. None of them shall be a representative of either party to the dispute.

2. A person assuming the duties of an arbitrator shall fill in and sign a declaration on a form to be approved by the ICAC Presidium, stating his consent to assume and fulfill the duties of an arbitrator in accordance with the ICAC Rules, and shall notify the ICAC of any circumstances likely to cause justified concerns about his impartiality or independence with regard to any dispute in the examination of which he might participate. The arbitrator shall

give immediate notice to the ICAC of any such circumstance if he becomes aware of it during the arbitral proceedings.

A person consenting to assume the duties of an arbitrator also shall immediately provide the ICAC with a brief personal questionnaire, including particulars such as education, current employment and past record, unless such particulars have been communicated to the ICAC already, or in the event of any changes therein. Such personal questionnaires shall be provided by the ICAC Secretariat to each of the parties in the case on request.

3. The Chamber of Commerce and Industry of the Russian Federation (RF CCI) shall approve, on representation of the ICAC Presidium, a list of arbitrators (hereinafter referred to as the List of Arbitrators), to be in effect for a period of five years. The List of Arbitrators shall contain the full name of the arbitrator, his education and place of employment, academic degree and title, specialty or specialization, and knowledge of foreign languages. Where a new List of Arbitrators has not been approved before the end of the period of time referred to above, the current approved List of Arbitrators shall continue in effect until a new List of Arbitrators is approved. The List of Arbitrators shall be made available to any interested person by the ICAC Secretariat on request.

4. Persons outside the List of Arbitrators may serve as arbitrators as well, unless otherwise specified in these Rules.

5. Where a person elected or appointed to act as an arbitrator fails to comply with the requirements of subparagraph 2 of this paragraph within 15 days after receipt of notice of his election or appointment from the ICAC, unless a longer period is specified by the ICAC because of particular circumstances, he shall be deemed to have declined to assume the duties of an arbitrator and his selection or appointment shall be annulled.

§ 4. The ICAC Presidium

1. The ICAC Presidium shall comprise *ex officio* the President and Vice Presidents of the ICAC, seven persons from the List of Arbitrators elected for a period of five years at the general meeting of persons on the List of Arbitrators, and two persons appointed by the President of the RF CCI. The President of the ICAC shall act as Chairman of the Presidium.

Where no new members have been elected to the Presidium upon expiry of the aforesaid period, the current members of the Presidium shall continue to fulfill their duties until such new members are elected.

The Executive Secretary of the ICAC shall attend meetings of the ICAC Presidium with the right of a deliberative vote.

2. The ICAC Presidium shall fulfill duties within its competence in accordance with these Rules; study arbitration practices, including the application of the ICAC Rules; and review opportunities for dissemination of information about the activities of the ICAC, international links of the ICAC, and other issues relating to the activities of the ICAC.

The ICAC President shall submit to the RF CCI for approval a List of Arbitrators and recommendations on amendments thereto.

3. The ICAC Presidium shall adopt resolutions by a simple majority vote, provided that at least five members of the Presidium, including the Presidium Chairman, are present at the meeting. In the event of vote parity, the Presidium Chairman shall have the decisive vote.

Resolutions of the Presidium shall be formalized in minutes. The minutes shall be signed by the Presidium Chairman and Secretary of the Presidium.

4. In urgent situations, the Presidium may adopt resolutions by polling the members thereof, with their responses recorded in the minutes.

5. The Executive Secretary of the ICAC shall fulfill the duties of the Secretary of the Presidium.

6. No members of the Presidium shall speak out or vote on resolutions adopted by the Presidium on arbitral proceedings in which they take part.

7. The ICAC Presidium may delegate some of its duties to the ICAC President.

§ 5. President and Vice Presidents of the ICAC

1. The ICAC President and two vice presidents including the first vice president shall be elected from the List of Arbitrators at a general meeting of the persons entered in the List of Arbitrators for a period of five years.

Where a new ICAC President and new vice presidents have not been elected upon expiry of the aforesaid period, the current ICAC President and vice presidents shall continue to fulfill their duties until new elections are held.

The same person may not act as the ICAC President for more than two consecutive terms.

2. The ICAC President shall act within his terms of reference specified in these Rules and act on behalf on the ICAC in and beyond the Russian Federation.

3. The duties of the ICAC vice presidents shall be specified by the ICAC President. In the absence of the ICAC President, the duties of his office shall be fulfilled by the first vice president or, in the absence of the first vice president, by the vice president.

§ 6. The Secretariat

1. The Secretariat shall fulfill the duties necessary for the smooth functioning of the ICAC in accordance with these Rules, including the organization of office work in dispute cases examined by the ICAC. All correspondence between the ICAC and the parties involved in the arbitration shall be through the Secretariat.

2. The Secretariat shall be headed up by an executive secretary to be appointed by the RF CCI upon representation of the ICAC Presidium. To be eligible for appointment as executive secretary of the ICAC, a person is required to have a degree in law and be fluent in the English language.

3. The Executive Secretary of the ICAC shall have a deputy. The Executive Secretary shall allocate duties to his deputy and to other employees of the Secretariat.

4. The Executive Secretary shall be guided by the provisions of these Rules in fulfilling his duties in connection with cases examined at the ICAC, and shall report to the President of the ICAC.

§ 7. Reporters

1. The Executive Secretary of the ICAC shall appoint a reporter in each case to keep records of the hearings, sit in on closed-door sessions of the arbitral tribunal, carry out appropriate instructions related to arbitral proceedings, and fulfill other duties specified in the Reporters Rules to be approved by the ICAC Presidium.

Where a reporter is appointed, the Chairman of the tribunal or the sole arbitrator, unless the arbitral proceedings are closed before an arbitral tribunal is established, shall be requested to nominate the reporter.

2. The list of reporters shall be approved by the ICAC Presidium and shall be updated at regular intervals. Persons who have a degree in law and, generally, are fluent in a foreign language shall be eligible for inclusion in the list of reporters.

3. The duties of reporters may be also fulfilled by persons outside the list of reporters, provided that they meet the statutory requirements and subject to approval in each individual case of the ICAC President.

III. COMMENCEMENT OF ARBITRAL PROCEEDINGS

§ 8. Bringing of a Claim

1. Arbitral proceedings shall commence with the filing of a statement of claim with the ICAC.

2. The filing date of the statement of claim shall be the date on which it is delivered to the ICAC, or where the statement of claim is sent by mail it shall be the date of the postmark of the post office where it has been mailed.

§ 9. Contents of the Statement of Claim

1. The statement of claim shall include:

(a) names, postal addresses, telephone and fax numbers, and e-mail addresses of the parties;

(b) demands of the claimant;

(c) substantiation of the jurisdiction of the ICAC;

(d) a statement of the factual circumstances supporting the claim;

(e) evidence confirming such circumstances;

(f) substantiation of the claims with reference to applicable law;

(g) amount of the claim;

(h) calculation of the amount of each demand; and

(i) a list of documents attached to the statement of claim.

2. The statement of claim shall be signed by an authorized person and be accompanied by documented evidence of his powers.

3. Where there is an agreement between the parties, the statement of claim shall contain information about an arbitral tribunal to be composed, in particular, about an arbitrator chosen by the claimant and a reserve arbitrator (§ 17 of the Rules).

§ 10. Amount of the Claim

1. The amount of the claim shall be:

(a) in claims for recovery of money, the amount sought, and, where interest continues to accrue, the amount accruing on the filing date of the claim;

(b) in claims for recovery of property, the value of the property sought;

(c) in claims for recognition or transformation of a legal relationship, the value of the subject matter of the legal relationship at the moment when the claim is brought; and

(d) in claims for an act to be done or forbore from, determined on the basis of available information about the property interests of the claimant.

The claimant shall also indicate in his statement of claim the amount of the claim where his statement of claim or any part of the claim is not of a monetary nature.

2. Where the claim consists of several demands, the amount of the claim shall be the total amount of all demands.

3. The amount of the claim shall not include demands for recovery of arbitration fees and costs, and the expenses incurred by the parties.

4. Where the claimant has not stated or misstated the amount of the claim, the ICAC shall, on its own initiative or at the request of the respondent, determine the amount of the claim on the basis of available evidence.

§ 11. Rectification of the Statement of Claim

1. Where a statement of claim has been filed that does not comply with the requirements of subparagraph 1 of § 9 and § 15 of these Rules, the Executive Secretary of the ICAC may invite the claimant to rectify the defects found within a period of time that shall not, as a rule, exceed one month from the date on which such invitation is received.

2. Where the claimant has not, in spite of the invitation to rectify the defects of his statement of claim, rectified the defects within the applicable period and insists that the arbitral proceedings be held, the ICAC shall either make an arbitral award or rule to terminate the proceedings.

3. Where a statement of claim contains demands arising out of several contracts, it shall be accepted for arbitration, provided that there is an arbitration agreement covering all such demands.

§ 12. Statement of Defence

1. The Executive Secretary of the ICAC shall give the respondent notice of a statement of claim filed and send to the respondent a copy of the statement of claim and copies of the documents attached thereto after an adequate number thereof has been submitted.

2. Simultaneously, the Executive Secretary of the ICAC shall invite the respondent to submit a statement of defence within a period of 30 days from receipt of the statement of claim.

3. The statement of defence shall contain:

(a) the name, postal address, telephone and fax numbers, and e-mail address of the respondent;

(b) an application in which the respondent acknowledges, or objects to, the demands;

(c) a statement of the factual circumstances supporting the position of the respondent;

(d) evidence supporting such circumstances;

(e) substantiation of the position of the respondent with reference to applicable rules of law; and

(f) a list of documents attached to the statement of defence.

4. The statement of defence shall be signed by an authorized person and accompanied by documented evidence of his powers.

§ 13. Counter-claim and Set-off

1. The respondent may, within the period of time specified in subparagraph 2 of § 12 of these Rules, make a counter-claim or a set-off, provided that there is an arbitration agreement covering such a claim or set-off along with the demands of the principal claim.

Where the arbitral proceedings are extended because of unjustified delay on the part of the respondent in submitting his counter-claim or set-off, the respondent may be required to cover the extra costs and expenses incurred by the other party due to the delay.

The arbitral tribunal may refuse permission for a counter-claim or set-off to be made because of the delay caused.

2. The counter-claim shall meet the respective requirements of subparagraph 1 of § 9 of these Rules.

§ 14. Costs of the Arbitral Proceedings

1. The claimant shall pay a registration fee for a statement of claim or a request for security for the claim. The claim or request shall not be deemed filed before the registration fee is paid.

The registration fee paid for the statement of claim or request for security for the claim filed shall not be refundable.

2. The claimant shall make an advance payment of the arbitration fee for each claim filed. The registration fee shall be counted toward the advance payment made by the claimant.

The case shall not progress until the advance payment of the arbitration fee has been made.

3. The amount of the registration and arbitration fees, the manner of their payment and distribution, and the manner of payment of other arbitration expenses is specified in the Schedule of Arbitration Fees and Costs, which is an integral part of these Rules.

IV. SUBMISSION AND TRANSMISSION OF DOCUMENTS

§ 15. Submission of Documents

All documents relating to the commencement and conduct of the arbitral proceedings shall be submitted to the ICAC in six copies, and where the dispute is settled by a sole arbitrator, four copies shall be required, provided that the number of copies shall increase where more than two parties are involved in the dispute, unless otherwise specified, where appropriate, by the ICAC.

§ 16. Mailing and Delivery of Documents

1. The ICAC shall mail the documents in a case to either of the parties at the addresses given by the party for the documents to be mailed to it or to the other party. The parties shall immediately notify the ICAC of any changes in the addresses given previously.

2. All documents submitted by either of the parties to the ICAC shall be transmitted by the ICAC to the other party, unless these documents have been transmitted by such party to the other party during the arbitral proceedings. Any reports prepared by experts or other documents classified as evidence on which an arbitral award may be based shall be transmitted to the parties as well.

3. The statements of claim, statements of defence, notices of the hearing, arbitral awards, and orders shall be sent by registered mail with return receipt requested, or otherwise, provided that a record is made of the attempt to deliver the mail.

4. Other documents may be sent by registered or ordinary mail, and notices and communications also may be sent by wire, fax, e-mail, or otherwise, provided that a record is made of the communication sent.

5. Any of the aforesaid documents may alternatively be delivered by courier against receipt.

6. A communication shall be deemed received on the day when it is received by a party or when it should have been received if sent as specified in the preceding subparagraphs of this paragraph.

7. Where a party appoints a representative, the documents in the case shall be sent or delivered to such representative, unless said party has notified the ICAC otherwise, and shall be deemed sent or delivered by said party.

V. THE ARBITRAL TRIBUNAL

§ 17. Composition of the Arbitral Tribunal

1. If the parties have not agreed otherwise, an arbitral tribunal in the case shall be established as required under subparagraphs 2 to 9 of this paragraph.

2. An arbitral tribunal shall consist of three arbitrators, unless in view of the complexity of the case, amount of the claim (which shall not, as a rule, exceed \$25,000), and other circumstances, the ICAC Presidium determines, in its own discretion, that the case shall be settled by a sole arbitrator.

3. Where an arbitral tribunal is to be composed of three arbitrators, the claimant shall, within 15 days after receipt of a notice from the ICAC, give the ICAC notice of the arbitrator and reserve arbitrator appointed by him, unless the claimant has made such appointment in advance.

4. If the claimant does not choose an arbitrator and a reserve arbitrator within the period of time referred to in subparagraph 3 of this paragraph, the ICAC Presidium shall appoint an arbitrator and a reserve arbitrator for him.

5. Where an arbitral tribunal is to be composed of three arbitrators, the respondent shall, within 15 days after receipt of a notice from the ICAC that an arbitrator and a reserve arbitrator have been chosen or appointed by the claimant, give the ICAC notice of the arbitrator and reserve arbitrator chosen by him.

6. If the respondent does not choose an arbitrator and a reserve arbitrator within the period of time referred to in subparagraph 5 of this paragraph, the ICAC Presidium shall appoint an arbitrator and a reserve arbitrator for him.

7. Where an arbitral tribunal is to be composed of three arbitrators, the ICAC Presidium shall appoint a presiding arbitrator and a reserve presiding arbitrator from the List of Arbitrators.

8. Where an arbitral tribunal is to be composed of three arbitrators to arbitrate between multiple claimants and multiple respondents, the multiple claimants and the multiple respondents shall each choose one arbitrator and one reserve arbitrator.

Where the claimants or respondents have not reached an agreement, the ICAC Presidium shall appoint one arbitrator and one reserve arbitrator. The ICAC Presidium may also appoint an arbitrator and a reserve arbitrator for the other party as well.

9. Where a case is examined by a sole arbitrator, the ICAC Presidium shall appoint a sole arbitrator and a reserve sole arbitrator from the List of Arbitrators.

10. The ICAC Presidium may authorize the ICAC President to decide on the appointment of an arbitrator and a reserve arbitrator, including a presiding arbitrator and a reserve presiding arbitrator, and a sole arbitrator and a reserve sole arbitrator.

11. The duties of an arbitral tribunal and the presiding arbitrator thereof, in accordance with these Rules, shall apply to the sole arbitrator as well.

§ 18. Challenge of an Arbitrator

1. Either of the parties may challenge an arbitrator if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, in particular, if it may be assumed that he personally, directly or indirectly, is interested in the outcome of the

proceedings. A challenge also may be made if an arbitrator lacks the qualifications stipulated by an agreement between the parties.

A party may send a written notice of challenge stating the reasons therefor to the ICAC within 15 days after being notified of the composition of the arbitral tribunal, or having become aware of circumstances that can serve as a reason for challenge. Unless a party makes a challenge within the period of time referred to above he shall be deemed to have waived his right to challenge.

2. If the challenged arbitrator does not withdraw voluntarily or if the other party does not agree to the challenge, the decision on the release of the arbitrator from his appointment shall be made by the ICAC Presidium.

The ICAC Presidium may, in its discretion, make the decision on the release of the arbitrator from his appointment for reasons referred to in subparagraph 1 of this paragraph.

3. The provisions of subparagraphs 1 and 2 of this paragraph shall also apply to an arbitrator chosen or appointed as reserve arbitrator.

4. The reasons referred to in subparagraph 1 of this paragraph may be cited to challenge a reporter, an expert or an interpreter participating in the proceedings. In this case, the decision on the release from the appointment shall be made by the arbitral tribunal.

§ 19. Termination of an Arbitrator's Powers for Other Reasons

1. Where an arbitrator is legally or actually incapable of fulfilling his duties, or does not, for any other reasons, fulfill such duties without unjustified delay, his powers may be terminated in response to his application for voluntary withdrawal or by agreement between the parties.

2. In all other cases, where differences remain over any of the reasons referred to in subparagraph 1 of this paragraph, each party may request the ICAC Presidium to make a decision on the termination of the powers of an arbitrator.

The ICAC Presidium may, in its discretion, make the decision to terminate the powers of an arbitrator for reasons referred to in subparagraph 1 of this paragraph.

3. When the ICAC makes a decision to release the arbitrator from his appointment or terminate his powers for any other reasons, it shall not be required to state reasons for its decision.

4. Voluntary withdrawal of an arbitrator or consent of the parties to terminate his powers in accordance with subparagraph 1 of this paragraph or subparagraph 1 of § 18, shall not signify recognition of any of the reasons referred to in subparagraph 1 of this paragraph or subparagraph 1 of § 18 of these Rules.

§ 20. Replacements in the Arbitral Tribunal

1. Where an arbitrator has declined to assume his duties, or has been challenged, or cannot participate in the proceedings in the case for any other reasons, he shall be replaced by the respective reserve arbitrator. Where such replacement cannot be made, a new arbitrator shall be appointed or chosen in accordance with these Rules. If the arbitrator was appointed by the ICAC, the ICAC shall make the new appointment as well. If the arbitrator chosen by a party has declined to assume his duties, or has been challenged, or his powers have been terminated for any other reasons, the ICAC may make a new appointment.

The provisions of this subparagraph shall apply where the parties have not agreed otherwise.

2. Where necessary, and having regard to the opinions of the parties, the new arbitral tribunal may return to the issues that were examined during the previous oral hearings in the case before the replacements.

3. Where the need for replacements in the arbitral tribunal arises after the closure of the hearings of the case, the ICAC Presidium may, taking into account the opinions of the remaining members of the arbitral tribunal and of the parties, and also the circumstances of the case, make the decision to continue the arbitration with the remaining arbitral tribunal.

VI. ARBITRAL PROCEEDINGS

§ 21. General Principles of the Proceedings

1. The arbitral proceedings shall be conducted on an adversarial basis and on the principle of equality of the parties.

2. The parties and their representatives shall make fair use of their procedural rights, refrain from abusing such rights, and observe the time limits designated for the exercise thereof.

§ 22. Place of Arbitration

1. The arbitration shall have its place and to be conducted in Moscow.

2. The parties may agree to hold hearings in a different place. In this event, all additional expenses arising in connection with the hearings held outside Moscow shall be borne by the parties to the dispute.

3. The arbitral tribunal may, subject to approval by the Executive Secretary of the ICAC, and if necessary, hold hearings and other sessions in a place other than Moscow.

§ 23. Language of the Arbitral Proceedings

1. The arbitral proceedings in a case shall be conducted in the Russian language. By agreement between the parties, the ICAC may conduct the arbitral proceedings in a different language.

2. The parties shall submit documents related to the arbitral proceedings in the language of arbitration, or in the language of the contract, or in the language of the correspondence between the parties. Written evidence shall be submitted in the language of the original document.

The ICAC may, in its discretion or at the request of a party, request the other party to have the documents submitted by it, including written evidence, translated into the language of arbitration, or have such documents translated at the expense of the other party.

3. The ICAC may provide a party, at its request and for its account, with interpreting services for the oral hearings.

§ 24. Duration of the Proceedings in a Case

The ICAC shall take measures to secure completion of the arbitral proceedings in a case within 180 days after the date of composition of the arbitral tribunal. If necessary, the ICAC Presidium may, at the request of the arbitral tribunal or in its discretion, extend this period.

§ 25. Confidentiality

The arbitrators, reporters, experts appointed by the arbitral tribunal, the ICAC and its staff, and the RF CCI and its staff shall refrain from disclosing information about disputes settled by the ICAC, which they become aware of and which may impair the legitimate interests of the parties.

§ 26. Applicable Law

1. The ICAC shall settle disputes in accordance with the rules of law, which the parties have chosen to apply to the subject matter of the dispute. Any reference to the law or the legal system of a country shall be interpreted as direct reference to the substantive law of such country, rather than to the conflict of laws rules thereof.

Failing such reference by the parties, the ICAC shall apply a law determined by the conflict of laws rules, which it deems appropriate.

In any event, the ICAC shall make decisions in accordance with the terms and conditions of the contract with reference to the trade usages applicable to the transaction.

2. The ICAC shall apply to the arbitral procedure the provisions of these Rules, with due regard to the agreement between the parties, unless it contravenes the imperative rules of the applicable law on international commercial arbitration and the principles of these Rules. When dealing with issues that are not regulated by either these Rules or the agreement between the parties, the ICAC shall, while abiding by the provisions of the applicable law on international commercial arbitration, conduct the arbitration as it considered appropriate, and ensure that the parties are treated with equality and that each party is given a fair opportunity to protect his interests.

§ 27. Representation of the Parties

The parties may deal with the ICAC directly or through their duly authorized representatives, including foreign organizations and citizens, appointed by the parties in their discretion.

§ 28. Participation of Third Parties

A third party may only join in the arbitral proceedings with the consent of the parties in dispute. Invitation of a third party to participate in the arbitration shall require, apart from the consent of the parties in dispute, the consent of the person invited. The invitation of a third party may only be requested before the end of the period for a statement of defence to be submitted. The consent of a third party to the invitation shall be in writing.

§ 29. Preparation of the Case for Arbitration

1. The Chairman of the tribunal shall verify the progress in the preparation of a case for arbitration and, if he deems necessary, take further measures to have the case prepared in particular, he shall order that written explanations, evidence, and other additional documents be requested from the parties. If further measures are taken to prepare the case, time limits shall be set for such measures to be carried out.

2. The Chairman of the tribunal may give the Executive Secretary of the ICAC instructions in connection with the preparation and conduct of the arbitration. He may also request the Executive Secretary to invite the parties to the hearing.

§ 30. Amendments or Supplements to the Claim, or Explanations of the Claim

1. Either party may, before the termination of the case hearing, amend or supplement his claim or explanations thereof without unjustified delay.

2. The arbitral tribunal may set a period of time for the parties to submit their written statements and evidence for either of the parties to be familiarized in advance with the documents and materials submitted by the other party before the oral hearing of the case.

3. If the arbitral tribunal finds the delay caused by either party to amend or supplement his claim or explanation thereof unjustified, it may impose on such party payment of the additional costs and expenses incurred by the other party due to the delay.

The arbitral tribunal may refuse to authorize such amendment or supplement to the claim or explanation thereof, in view the delay caused.

§ 31. Evidence

1. The parties shall be required to prove the circumstances relied on to support their claims or defence. The arbitral tribunal may require the parties to produce further evidence. It also may, in its discretion, order inspection by an expert and request evidence to be produced by third parties, and also call and hear witnesses.

2. A party may submit written evidence in the original or as a certified copy of the original.

3. The evidence shall be verified as directed by the arbitral tribunal. The arbitral tribunal may ask an arbitrator to verify the evidence.

4. The arbitrators shall assess the evidence according to their sole discretion.

5. Failure by either party to submit appropriate evidence shall not prevent the arbitral tribunal from continuing the proceedings and making an award on the basis of available evidence.

6. Evidence shall be submitted within such period of time as is specified in § 30 of these Rules.

§ 32. Oral Hearing

1. An oral hearing shall be held to allow the parties to present their case on the basis of the evidence submitted by them and the oral debate to be held. The hearing shall be held *in camera*. The arbitral tribunal may, with the consent of the parties, allow persons who did not participate in the arbitral proceedings to appear at the hearing.

2. The parties shall be given notice of the time and place of the oral hearing so that they have at least 30 days to prepare for, and arrive at, the oral hearing. This period may be reduced by agreement between the parties.

3. Where further oral hearings are required, the arbitral tribunal shall set the dates thereof in view of the particular circumstances.

4. Failure by a party properly notified of the time and place of the hearing to appear at the hearing shall not interfere with the proceedings and making of an award, unless the defaulting party has requested in advance in writing that the hearing of the case be adjourned for a good reason.

5. A party may request the hearing of the case to be held in his absence.

6. A party may request to participate in the hearing by means of videoconferencing. Such a request is considered by the arbitral tribunal bearing in mind the circumstances related to the dispute, the position of the other party and technical feasibility

§ 33. Record of the Oral Hearing

1. A record of the hearing of a case shall be drawn up and shall contain:
 - the name of the ICAC;
 - case number;
 - place and date of the hearing;
 - names of the parties in dispute;
 - particulars of the representatives of the parties participating in the hearing;
 - full names of the arbitrators, reporter, witnesses, experts, interpreters, and other participants in the hearing;
 - summary of the progress of the hearing;
 - claims of the parties and summaries of other important statements of the parties;
 - description of the grounds for adjournment or termination of the hearing; and
 - signatures of the arbitrators.
2. The parties may familiarize themselves with the contents of the record. The arbitral tribunal may order, at the request of either party, amendments or supplements to be made to the record, if it considers the request justified.
3. A party shall be given a copy of the record at his request.

§ 34. Proceedings in the Case on the Basis of Written Materials

The parties may agree on arbitration of their dispute to be conducted on the basis of written materials only, without holding an oral hearing. The arbitral tribunal may settle the dispute on the basis of written documents in the absence of agreement between the parties to this effect, if neither of the parties requests an oral hearing to be held.

§ 35. Adjournment of the Hearing and Suspension of the Proceedings

Where necessary, the hearing of the case may be adjourned at the request of the parties or on the motion of the arbitral tribunal, or the proceedings in the case may be suspended. Adjournment of the hearing or suspension of the proceedings shall be directed by a ruling.

§ 36. Interim Measures of Protection

1. Unless the parties agree otherwise, the arbitral tribunal may, at the request of a party, order either party to take such interim measures of protection in respect of the subject matter of the dispute as it considers appropriate.
2. The arbitral tribunal may order either party to provide appropriate security in connection with the interim measures of protection taken.
3. The arbitral tribunal may take such interim measures of protection in the form of an interim award.
4. If a party approaches a competent public court with a request for measures to be taken to secure a claim to be filed, or already filed, with the ICAC, or if a public court has issued a decision to take such measures, the party shall give immediate notice thereof to the ICAC.

VII. TERMINATION OF ARBITRAL PROCEEDINGS

§ 37. Final Arbitral Award

The arbitral proceedings shall be terminated with the making of a final award.

§ 38. Making of an Award

1. When the arbitral tribunal finds that all the circumstances related to the dispute have been clarified in sufficient detail, it shall declare the oral hearing closed and shall proceed to make an award.

2. An award shall be made by a majority vote of the arbitrators. If an award cannot be made by a majority vote, it shall be made by the presiding arbitrator. Any arbitrator disagreeing with the award made may express in writing his dissenting opinion, which shall be attached to the award.

3. The award shall be made within the time limits in accordance with § 24 of these Rules.

§ 39. Contents of the Award

1. The award shall contain, in particular:

- the name of the ICAC;
- case number;
- place of arbitration;
- date of the award;
- full names of the arbitrators;
- names of the parties in dispute and other persons participating in the arbitral proceedings;
- subject matter of the dispute and a summary of the circumstances of the case;
- reasons for the award;
- conclusion on the granting or dismissal of the claim;
- amounts of arbitration fees and costs of the case, and apportionment thereof between the parties; and
- signatures of the arbitrators.

2. The date of the award shall be the date of the last signature affixed thereto by an arbitrator of the arbitral tribunal.

3. Where an arbitrator is unable to sign the award, the ICAC President shall certify this circumstance with a statement of the reason for the absence of the signature of the arbitrator. In this event, the date of the award shall be the date of certification of the circumstance.

§ 40. Separate Award

1. The arbitral tribunal may make separate awards on individual issues or a part of the claims.

2. A separate award shall be subject to the respective provisions of § 39 of these Rules.

§ 41. Award on Agreed Terms

1. If, in the course of the arbitral proceedings, the parties settle their dispute, the arbitral proceedings shall be terminated. The arbitral tribunal may, at the request of the parties, record such settlement in the form of an award on agreed terms.

2. An award made on agreed terms shall be subject to the respective provisions of § 39 of these Rules.

§ 42. Announcement of the Award

1. Before the award is signed, the arbitral tribunal shall, within a reasonable time in advance, deliver the draft award to the ICAC Secretariat. The ICAC Secretariat may, without infringing on the independence of the arbitrators make the award, direct the attention of the arbitrators to discrepancies, if any, between the draft award and the formal requirements placed on the award by these Rules. If such discrepancies are not rectified, the ICAC Secretariat may inform the ICAC Presidium of this.

2. The arbitral tribunal shall deliver the award made to the ICAC Secretariat in as many copies as is required for communication to the parties.

3. The ICAC may communicate the award to the parties subject to full coverage of the arbitration costs of the case by the parties, unless such costs were covered by the parties or either of the parties previously.

§ 43. Correction, Interpretation, and an Additional Award

1. Either party may, with notice to the other party, within a reasonable period of time after receiving the award, request the arbitral tribunal to correct any computational, clerical or typographical errors, or other errors of similar nature.

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

The arbitral tribunal also may make such corrections on its own initiative within thirty days after the date of delivery of the award to the parties.

2. If agreed between the parties, either of them may, by notice to the other party, within thirty days after receipt of the award, request the arbitral tribunal to give an interpretation of a particular point or part of the award.

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

3. Either party may, with notice to the other party, within thirty days after receipt of the award, request the arbitral tribunal to make an additional award as to the claims properly presented in the arbitral proceedings but not dealt with in the award.

If the arbitral tribunal considers the request to be justified, it shall make the additional award within sixty days of receipt of the request.

4. The ICAC Presidium may, if necessary, extend the periods referred to in the second part of subparagraph 1, second part of subparagraph 2, and second part of subparagraph 3 of this paragraph.

5. Any rulings as to the correction and interpretation of the award or an additional award shall be an integral part of the arbitral award, and shall be subject to the respective provisions of § 39 of these Rules.

§ 44. Execution of the Award

1. An award made by the ICAC shall be final and binding from the date thereof.

2. An award made by the ICAC shall be implemented by the parties voluntarily within the period of time fixed in the award. If no period is fixed in the award, the award shall be implemented immediately.

3. An award that is not implemented voluntarily within the fixed period of time shall be enforced according to the law and international agreements.

§ 45. Termination of the Proceedings without Making an Award

1. If no final award is made in a case, the arbitral proceedings shall be terminated by an order.

2. An order to terminate the proceedings shall be issued when:

(a) the claimant withdraws his claim, unless the respondent, within fifteen days after receipt of the notice of withdrawal, raises objections to the termination of the proceedings and the arbitral tribunal recognizes a legitimate interest of the respondent in obtaining a final settlement of the dispute; or

(b) the parties agree on the termination of the proceedings; or

(c) the arbitral tribunal finds that continuation of the proceedings has become unnecessary or impossible for any reasons, in particular, in the absence of prerequisites required for the case to be arbitrated and decided on its merits, such as where, owing to the claimant's inaction, the case makes no progress for more than six months.

3. Paragraphs 38 through 44 of these Rules shall apply to an order to terminate the proceedings.

4. An order to terminate the proceedings before an arbitral tribunal is established shall be issued by the President of the ICAC.

VIII. MISCELLANEOUS

§ 46. Waiver of the Right to Object

Unless a party raises within the specified period of time or, where none is set, without unjustified delay, during the proceedings conducted at the ICAC, an objection to the noncompliance with any provision of these Rules, the arbitration agreement, or any applicable rules of the law on international commercial arbitration, which may not have been complied with by the parties, he shall be deemed to have waived his right to object.

§ 47. Exclusion of Liability

The arbitrators, reporters, experts appointed by the arbitral tribunal, the ICAC and employees thereof, and the RF CCI and employees thereof shall not be liable to a party or another person for any act or inaction in connection with the arbitration, unless such act or inaction is proved to be premeditated.

§ 48. Application of the ICAC Rules

Unless the parties have agreed otherwise, the Rules of the ICAC in effect at the time of commencement of the arbitral proceedings shall apply to the arbitration of disputes at the ICAC.

APPENDIX
To the Rules of the International Commercial
Arbitration Court at the Chamber of Commerce and
Industry of the Russian Federation

SCHEDULE
OF ARBITRATION FEES AND COSTS

§ 1. Definitions

1. "Registration fee" shall mean a fee paid when a Statement of Claim or a request for security for the claim is filed with the ICAC to cover the costs to be incurred in connection with commencement of the arbitral proceedings.
2. "Arbitration fee" shall mean a fee payable in advance for each claim filed with the ICAC and including an arbitrator's fee and an administration fee.
3. "Arbitrator's fee" shall mean a fee payable for services in connection with the arbitration of a case.
4. "Administration fee" shall mean a fee payable to cover the costs of organization and conduct of arbitral proceedings, including general business expenses made by the ICAC.
5. "Additional costs" shall mean special-purpose expenses arising in connection with the examination of a specific case (in particular, expenses of examination by experts, oral and written translations, reimbursement of the arbitrators' expenses, witnesses expenses, and so on).
6. "Parties' expenses" shall mean expenses incurred by the parties to protect their interests in proceedings conducted at the ICAC, in addition to expenses specified in the preceding subparagraphs of this paragraph.

§ 2. Registration Fee

The registration fee shall be payable in the amount of U.S. Dollars 1 000, if the amount of the claim is expressed in currencies other than Russian Rubles.

The registration fee shall be payable in the amount of Russian Rubles 30 000, if the amount of the claim is expressed in Russian Rubles.

The registration fee shall be a part of the arbitration fee.

When the arbitration fee is paid subsequently, the registration fee shall be counted against the amount of the arbitration fee and shall be divided equally between the arbitrator's fee and the administration fee.

The registration fee paid for a Statement of Claim or a request for security for the claim filed shall not be refundable.

§ 3. Arbitration Fee

1. The arbitration fee shall be calculated in Russian Rubles, if the amount of the claim is expressed in Russian Rubles, by adding up the arbitrator's fee and the administration fee as follows:

Amount of claim (Russian Rubles)	Arbitrator's fee (Russian Rubles)	Administration fee (Russian Rubles)
Up to 300 000	23 400	54 600
300 000 to 1 500 000	23 400 + 3% of the	54 600 + 7% of the

	amount above 300 000	amount above 300 000
1 500 000 to 3 000 000	59 400 + 2,7% of the amount above 1 500 000	138 600 + 6,3% of the amount above 1 500 000
3 000 000 to 6 000 000	99 900 + 1,5% of the amount above 3 000 000	233 100 + 3,5% of the amount above 3 000 000
6 000 000 to 15 000 000	144 900 + 0,75% of the amount above 6 000 000	338 100 + 1,75% of the amount above 6 000 000
15 000 000 to 30 000 000	212 400 + 0,42% of the amount above 15 000 000	495 600 + 0,98% of the amount above 15 000 000
30 000 000 to 60 000 000	275 400 + 0,27% of the amount above 30 000 000	642 600 + 0,63% of the amount above 30 000 000
60 000 000 to 150 000 000	356 400 + 0,15% of the amount above 60 000 000	831 600 + 0,35% of the amount above 60 000 000
150 000 000 to 300 000 000	491 400 + 0,12% of the amount above 150 000 000	1 146 600 + 0,28% of the amount above 150 000 000
Over 300 000 000	671 400 + 0,04% of the amount above 300 000 000	1 566 600 + 0,08% of the amount above 300 000 000

2. The arbitration fee shall be calculated in U.S. Dollars, if the amount of the claim is expressed in currencies other than Russian Rubles, by adding up the arbitrator's fee and the administration fee as follows:

Amount of claim (in U.S. Dollars)	Arbitrator's fee (in U.S. Dollars)	Administration fee (in U.S. Dollars)
Up to 10 000	780	1 820
10 001 to 50 000	780 + 3% of the amount above 10 000	1 820 + 7% of the amount above 10 000
50 001 to 100 000	1 980 + 2,7% of the amount above 50 000	4 620 + 6,3% of the amount above 50 000
100 001 to 200 000	3 330 + 1,5% of the amount above 100 000	7 770 + 3,5% of the amount above 100 000
200 001 to 500 000	4 830 + 0,75% of the amount above 200 000	11 270 + 1,75% of the amount above 200 000
500 001 to 1 000 000	7 080 + 0,42% of the amount above 500 000	16 520 + 0,98% of the amount above 500 000
1 000 001 to 2 000 000	9 180 + 0,27% of the amount above 1 000 000	21 420 + 0,63% of the amount above 1 000 000
2 000 001 to 5 000 000	11 880 + 0,15% of the amount above 2 000 000	27 720 + 0,35% of the amount above 2 000 000
5 000 001 to 10 000 000	16 380 + 0,12% of the amount above 5 000 000	38 220 + 0,28% of the amount above 5 000 000
Over 10 000 000	22 380 + 0,04% of the amount above 10 000 000	52 220 + 0,08% of the amount above 10 000 000

3. The amount payable as arbitration fee shall be rounded off to whole numbers (Russian Rubles, U.S. Dollars, etc.).

4. Taking into account the complexity of a case, and significantly higher costs of arbitral proceedings in time and money, the ICAC Presidium may, if requested so by the arbitral tribunal, issue an order for the amount of the arbitration fee to be increased.

5. Fees due to the arbitrators, reporters, the ICAC President, and members of the ICAC Presidium shall be paid out of the arbitrator's fee and shall be fixed in accordance with

the Schedule of Fees and Costs of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation.

6. The arbitration fee shall be paid in Russian Rubles, if the amount of the claim is expressed in Russian Rubles. The arbitration fee may, at the claimant's request, be paid in U.S. Dollars, unless this contravenes the currency regulations in effect in the Russian Federation, converted at the exchange rate of the Central Bank of the Russian Federation on the day of payment.

7. The arbitration fee shall be paid in U.S. Dollars, if the amount of the claim is expressed in currencies other than Russian Rubles. The arbitration fee may, at the claimant's request, be paid in a freely convertible currency other than U.S. Dollars, or in Russian Rubles at the exchange rate of the Central Bank of the Russian Federation on the day of payment, unless this contravenes the currency regulations in effect in the Russian Federation.

The amount of the claim shall be converted to amounts expressed in U.S. Dollars at the exchange rate of the Central Bank of the Russian Federation on the date when the claim is submitted.

§ 4. Reduction in the Arbitration Fee

1. If a case is examined by a sole arbitrator, the arbitration fee shall be reduced by 20%.

2. If the arbitral proceedings are terminated owing to the claimant withdrawing his claims before the date of the first meeting in the case, in particular, owing to the parties having settled the dispute amicably, or in other cases of the ICAC receiving, before the aforesaid date, notification of the parties' refusal to have their dispute settled at the ICAC, the arbitration fee shall be reduced by 50%.

3. If the arbitral proceedings are terminated at the first meeting in the case without making an award, the arbitration fee shall be reduced by 25%.

4. The provisions of subparagraphs 1-3 of this paragraph as to reduction in the arbitration fee shall not apply to the registration fee (§ 2 of this Schedule).

5. The ICAC Presidium may, taking into account the circumstances of a particular case, order the arbitration fee to be reduced in different instances and in different amounts than is provided in this paragraph.

§ 5. Arbitration Fee for a Counter-claim or Set-off

A counter-claim or set-off shall be subject to the same rules as apply to the arbitration fee for the initial claim. The arbitration fee for a counter-claim or set-off shall be calculated at rates in effect on the filing date of the initial claim and shall be paid as specified in paragraph 3 of this Schedule.

§ 6. Apportionment of the Arbitration Fee

1. Unless the parties have agreed otherwise, the arbitration fee shall be charged to the party against which the award is made.

2. If a claim is granted in part, the arbitration fee shall be charged to the respondent in proportion to the amount of the granted claims, and the claimant shall bear the arbitration fee in relating to the amount of the claim that have been dismissed.

§ 7. Payment of Additional Costs

1. The ICAC may require the parties or either of them to deposit an advance for the additional costs of the arbitral proceedings. The advance for the additional costs may be required by the ICAC from the party requesting an additional act likely to lead to additional costs to be incurred in the course of the proceedings, if such request is deemed justified.

2. The ICAC may make performance of any acts in the arbitration of a dispute subject to payment by the parties or either of them of an advance for the additional costs within a fixed period of time.

3. If a party appoints an arbitrator residing permanently beyond the place of the hearings at the ICAC, that party shall be required to deposit an advance for the costs of the participation of such arbitrator in the arbitral proceedings (traveling expenses, accommodation, board, visa, and so on). Failing deposit of the required advance within the fixed period of time, the party shall be deemed to have waived his right to appoint an arbitrator, and the ICAC Presidium shall appoint an arbitrator for the party.

If such person is acting as Chairman of the tribunal, the advance for the costs of his participation in the arbitral proceedings shall be deposited by both parties in equal amounts. If the respondent fails to deposit his respective advance amount within the specified period of time, the claimant shall be required to deposit such advance amount.

4. If, in the course of the arbitral proceedings in the case, either of the parties requests the explanations and statements of the parties, or questions, comments, or directions of the arbitral tribunal to be translated, the costs of translation shall be met by that party.

If the arbitral proceedings in the case are not conducted in the Russian language, the possible costs of translation shall be charged to both parties in equal amounts.

The ICAC may require the respective party or both parties to deposit an advance for such costs.

5. The additional costs shall be apportioned between the parties in accordance with the rules of § 6 of this Schedule.

§ 8. Payment of Arbitration Fees and Costs

1. All amounts due to the ICAC shall be considered paid on the date on which they are credited to the account of the Chamber of Commerce and Industry of the Russian Federation.

2. The costs of the bank transfer of the aforesaid amounts shall be borne by the party making the respective payment.

§ 9. Expenses of the Parties

The successful party may request the reasonable expenses incurred by him in the course of the arbitral proceedings, in particular, the expenses made to protect his interests through legal representatives, to be paid by the other party.

§ 10. Different Apportionment of Arbitration Fees and Expenses

The ICAC may, taking into account the circumstances of a particular case, order a different apportionment of the arbitration fees, additional costs of the ICAC, and expenses of the parties than that specified in paragraphs 6, 7 and 9 of this Schedule, in particular, it may order one party to reimburse any additional expenses incurred by the other party through inappropriate or bad faith acts of such party, including acts causing unjustified delay in the arbitral proceedings.

§ 11. Application of the Schedule of Arbitration Fees and Costs

This Schedule of Arbitration Fees and Costs shall apply to cases, in which statements of claim were filed after its entry into force.