



## **| Arbitration Rules**



Georgian International Arbitration Centre  
Arbitration Rules

*As adopted by the GIAC Board on 10 March 2017*



# Arbitration Rules

## Section I - General Provisions

Article 1	Georgian International Arbitration Centre.....	09
Article 2	Scope of Application.....	10
Article 3	Definitions.....	10
Article 4	Notices and Communications.....	11
Article 5	Periods of Time.....	12

## Section II – Commencing the Arbitration

Article 6	Request for Arbitration.....	13
Article 7	Answer to the Request for Arbitration...15	
Article 8	Counterclaim.....	16
Article 9	Registration Fee.....	16
Article 10	Examination of the Arbitration Agreement.....	16
Article 11	Consolidation and Joinder of Third Parties.....	17

## Section III – Composition of the Arbitral Tribunal

Article 12	Number of Arbitrators.....	18
Article 13	Appointment of Arbitrators.....	18
Article 14	Appointment of Arbitrators in Multiparty Arbitration.....	20
Article 15	Impartiality and Independence of Arbitrators.....	21
Article 16	Qualifications of Arbitrators.....	21
Article 17	Challenge of Arbitrators.....	22
Article 18	Replacement of Arbitrators.....	22
Article 19	Decision of the Arbitration Council.....	23

## Section IV – The Arbitral Proceedings

Article 20	Transfer of the File to the Arbitral Tribunal.....	24
Article 21	Conduct of the Arbitration.....	24

Article 22	Seat of the Arbitration.....	24
Article 23	Rules Governing the Arbitration.....	25
Article 24	Applicable Law.....	25
Article 25	Language.....	25
Article 26	Terms of Reference.....	26
Article 27	Procedural Conference and Procedural Timetable.....	27
Article 28	Exchange of Memorials.....	27
Article 29	Evidences.....	28
Article 30	Hearing.....	29
Article 31	Default.....	29
Article 32	Interim Measures.....	30
Article 33	Closing of the Proceedings.....	30
Article 34	Fast Track Arbitration Procedures.....	31

## Section V – The Award

---

Article 35	Period of Time for Rendering the Final Award.....	31
Article 36	Making of the Award.....	31
Article 37	Types and Content of the Award.....	32
Article 38	Settlement.....	32
Article 39	Effect of the Award.....	32
Article 40	Review of the Award by the Arbitration Council.....	32
Article 41	Correction and Interpretation of the Award.....	33

## Section VI – Costs

---

Article 42	Advance on Costs.....	34
Article 43	Composition and Calculation of Arbitration Costs.....	35

## Section VII – Miscellaneous

---

Article 44	Confidentiality.....	36
Article 45	Unforeseen Matters.....	37
Article 46	Exclusion of Liability .....	37
Article 47	Waiver.....	37
Article 48	Amendments of the Rules .....	38

## Annex I - Schedule of fees

---

Article 1	Registration Fee .....	38
Article 2	Administrative Fee .....	38
Article 3	Arbitrators' Fees .....	39

## Annex II – GIAC as an Appointing Authority.....43

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## Annex III – Standard Arbitration Clause.....43

---

## Annex IV - Fast Track Arbitration Procedures.....44

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# GEORGIAN INTERNATIONAL ARBITRATION CENTRE

## ARBITRATION RULES

### Section I - General Provisions

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#### **Article 1**

#### **Georgian International Arbitration Centre**

1. The Georgian International Arbitration Centre (hereinafter “GIAC” or “Centre”) is a non-profit organization established by the Georgian Chamber of Commerce and Industry (hereinafter “GCCCI”). GIAC is registered in the form of a non-commercial (non-entrepreneurial) legal entity and carries out its functions as an entity independent from GCCCI.

2. GIAC has a Board, a Secretariat and an Arbitration Council. The structure, the function and the authority of GIAC organs are set out in the Charter of GIAC.<sup>1</sup>

3. GIAC does not itself settle disputes. The function of GIAC is to administer international and domestic arbitration proceedings in accordance with these Arbitration Rules (hereinafter “Rules”), other rules of GIAC or any other procedures or rules agreed upon by parties to the particular dispute. GIAC supports Arbitral Tribunals and facilitates the implementation of their functions under the Rules, other rules of GIAC or any other procedures or rules agreed upon by the parties to the particular dispute. The disputes are resolved by the Arbitral Tribunal constituted in each case.

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<sup>1</sup> The Charter of GIAC can be found on the official webpage of GIAC at < [www.giac.ge](http://www.giac.ge) >.

## **Article 2**

### **Scope of Application**

1. GIAC administers arbitrations conducted in accordance with these Rules, other rules of GIAC or any other procedures or rules agreed upon by parties.

2. If the parties have agreed upon the application of the Rules, it shall mean that the parties have accepted to have their arbitration administered by GIAC; equally, a reference to GIAC means that the parties have accepted that their arbitration be conducted pursuant to the GIAC Arbitration Rules. In such cases, the arbitration proceedings shall be governed by the version of the Rules in force at the time of the commencement of the arbitration, unless otherwise expressly agreed upon by the parties.

3. The parties' agreement upon the arbitration of the Georgian Chamber of Commerce and Industry shall mean agreement upon arbitration under the Rules and administered by GIAC, unless the parties have explicitly agreed on the arbitration rules of LLC "Court of Arbitration of Georgian Chamber of Commerce and Industry" which ceased to operate in 2012. In such event, GIAC administers arbitration proceedings under the arbitration rules of LLC "Court of Arbitration of Georgian Chamber of Commerce and Industry".

## **Article 3**

### **Definitions**

In the Rules, the words and phrases listed below have the following meaning:

- (a) Secretariat – the main organ of GIAC administering the arbitral proceeding in accordance with the Charter of GIAC and the Rules;
- (b) Arbitration Council – the organ of GIAC which ensures performance of the functions defined under the Charter of GIAC and the Rules;
- (c) Arbitration Agreement – agreement between parties by which they undertake to arbitrate an existing dispute or disputes which may arise in the future out of a certain legal relationship, whether contractual or not;
- (d) Arbitration Rules (or Rules) – the present arbitration rules adopted by the Board in accordance with the Charter of GIAC;
- (e) Internal Rules – the rules adopted pursuant to Articles 5(7.2.) and 6(3) of the Charter of GIAC;
- (f) Arbitral Tribunal – a sole arbitrator or a tribunal of three arbitrators constituted in accordance with the Rules;
- (g) Board – the Board of GIAC established pursuant to the Charter of GIAC;
- (h) Claimant - one or more claimants;
- (i) Respondent – one or more respondents;
- (j) Party – Claimant(s), Respondent(s) or, if applicable, additional parties to the dispute;
- (k) Parties – Claimant(s), Respondent(s) and, if applicable, additional parties to the dispute;
- (l) Award - includes a partial or final award.

## **Article 4**

### **Notices and Communications**

1. All notifications and communications from the parties, tribunal and secretariat shall be carried out in written form and be made, as concerns the parties, to the last-known address of the recipient party or of its representative as notified by that party in accordance with Article 4(3). The notification or communication may be made by delivery against receipt, registered post, courier, email, facsimile or any other means of telecommunication that provides a record of its transmission.

2. A notification or communication shall be deemed delivered on the day it was received by the party or by its representative or on the day it would have been received if made in accordance with Article 4(1).

3. Only after a party has provided information to GIAC or the Secretariat about its representative(s) for the purposes of a particular dispute or arbitration procedure, can notifications and communications be directed to the address of such representative.

4. The Request for Arbitration shall be sent to the Secretariat in a number of copies necessary to provide each member of the Arbitral Tribunal, the other part(ies) and the Secretariat with a physical copy. Following the initiation of the arbitration, all notifications, documents and communications by the parties shall be sent to the Secretariat in a number of copies necessary to provide each member of the Arbitral Tribunal, the other part(ies) and the Secretariat with a physical copy, unless the parties and the Tribunal agree that all exchanges with the Arbitral Tribunal will be made directly by means of electronic communication, subject to written pleadings being submitted in physical copy at the same time.

5. The Secretariat shall receive copies of all notifications, documents and communications.

## **Article 5**

### **Periods of Time**

Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with Article 4(2). When the day following such date is an official holiday, or a non-business day in the country where the notification or communication is

to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

## Section II – Commencing the Arbitration

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### **Article 6** **Request for Arbitration**

1. Any party wishing to commence arbitration under these Rules shall file a Request for Arbitration with the Secretariat at the address defined by the Internal Rules or provided on the official web page of GIAC.

2. The arbitration shall be deemed to commence on the date the Request for Arbitration is received by the Secretariat.

3. The Request for Arbitration shall include:

(a) Full names and contact details (such as, but not limited to address, phone number, email address, etc.) of the parties and their representatives (if available);

(b) Facts and summary of the dispute giving rise to the claim;

(c) Statement of the relief sought and the amount requested for each claim. If the relief sought cannot be reflected as a specific sum, an estimate of the monetary value of each claim at the time of submission of the Request for Arbitration;

(d) The full terms of the Arbitration Agreement invoked by the Claimant to support its claim, together with a copy of any contractual or other documentation in which the Arbitration Agreement is contained or under which the Claimant's claim arises;

- (e) The number of arbitrators pursuant to Articles 12 and 13 of the Rules (if necessary);
- (f) Nomination/appointment of the arbitrator and his/her contact details or the request for appointing the arbitrator, if applicable;
- (g) All relevant observations and comments regarding the arbitrators, place of arbitration, the applicable law and the language of proceedings (if necessary).

4. The Request for Arbitration shall be submitted to the Secretariat in a number of copies determined by Article 4(4) and shall be accompanied by the document certifying the payment of the registration fee.

5. The Request for Arbitration is deemed to be made by submitting a Statement of Claim, including the exhibits and other relevant documents to the Secretariat, if it also contains the information defined under the paragraph 3 of this Article.

6. In case the Request for Arbitration does not comply with the requirements of paragraphs 3 and 4 of this Article, the Secretariat may grant to the Claimant a reasonable time period for correction of the defect and/or omission. If the Claimant within the granted time period fails to correct the defect and/or omission, the Secretariat may refuse to register the Request for Arbitration, in such case the arbitration cannot continue. Such non-registration of the Request for Arbitration shall not deprive the Claimant of the right to re-introduce the same claim(s) at a later time in a separate proceeding.

7. The Secretariat, after having satisfied itself that the Request for Arbitration is in compliance with paragraphs 3 and 4 of this Article, shall transmit the copy of the Request for Arbitration with the relevant documents to the Respondent.

## **Article 7**

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

1. Within 30 (thirty) days from the receipt of the Request for Arbitration from the Secretariat, the Respondent shall submit the Answer to the Request for Arbitration (hereafter - Answer) in a number of copies determined by Article 4(4) of these Rules.

2. The Answer shall include:

(a) Full names and contact details (such as, but not limited to address, phone number, email address, etc.) of the Respondent and its representative(s) (if available);

(b) The Respondent's comments and observations regarding the relief sought by the Claimant and the facts of the dispute giving rise to the claim, as well as specific relief sought by the Respondent, if applicable;

(c) Any objections concerning the existence, validity, applicability of the arbitration agreement, although the failure to do so shall not deprive the Respondent of the right to raise such objections at the latest in its Statement of Defense;

(d) The number of arbitrators pursuant to Articles 12 and 13 of the Rules (if necessary);

(e) Nomination/appointment of an arbitrator and his/her contact details or request for appointing an arbitrator if applicable;

(f) All relevant observations and comments regarding the arbitrators, place of arbitration, applicable law and language of the proceedings (if necessary).

3. The Secretariat may extend the time limits granted to the Respondent for submitting the Answer if, in the Secretariat's sole discretion, there are legitimate reasons for such extension.

4. The Secretariat shall transfer the Answer and annexed documents to the Claimant.

5. The failure to submit the Answer by the Respondent shall not be a reason for the termination of the proceedings.

6. The Answer is deemed to be made by submitting the Statement of Defense with exhibits and relevant documentation to the Secretariat, if it also contains the information defined under the paragraph 2 of this Article.

## **Article 8**

### **Counterclaim**

1. The Respondent may raise a counterclaim(s) against the Claimant.
2. The counterclaim(s) may be submitted to the Secretariat together with the Answer. The requirements set out in Article 6 shall equally apply to the counterclaim.

## **Article 9**

### **Registration Fee**

1. Upon filing the Request for Arbitration the Claimant shall pay a registration fee in accordance with the Schedule of Fees (Annex I) in force at the date of the filing of the Request for Arbitration.
2. In the event of a counterclaim or the joinder of a third party, the Respondent or the party requesting the joinder shall pay a registration fee in an amount of half of the fee referred to in paragraph 1 of this Article.

## **Article 10**

### **Examination of the Arbitration Agreement**

1. If any party against which a claim has been made does not submit an Answer, or raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be



determined together in that arbitration shall be decided directly by the Arbitral Tribunal unless the Secretariat refers the matter to the Arbitration Council for its decision.

2. In the event the Secretariat refers the matter of the existence, validity or scope of the arbitration agreement to the Arbitration Council pursuant to paragraph 1 of this Article, the Arbitration Council shall decide that the case cannot proceed if GIAC manifestly lacks jurisdiction over the dispute.

## **Article 11**

### **Consolidation and Joinder of Third Parties**

1. Upon the request of a party, the Arbitration Council, by the referral of the Secretariat, may decide to consolidate a new case with a pending arbitral proceeding if:

- (a) The parties have agreed on the consolidation of the proceedings; or
- (b) All claims sought are made under the same arbitration agreement.

2. When deciding the issue of consolidation, the Arbitration Council shall take into consideration all relevant circumstances, including whether one or more arbitrators have already been appointed in one or more of the arbitrations and the stage of the arbitral proceedings.

3. Before the constitution of the Arbitral Tribunal, the Arbitration Council shall decide on the issue of Joinder of third parties at the request of a party (Request for Joinder), provided that any such additional party and the applicant party have consented thereto in writing, and considering all relevant circumstances including the positions of all parties. Once the Arbitral Tribunal is constituted, it shall decide on any Request for Joinder.

4. In the event the Request for Joinder is made before the constitution of the Arbitral Tribunal, the additional party may participate in the constitution of the Arbitral Tribunal in accordance with Article 14.

5. The Request for Joinder shall comply with the requirements of Article 6.

6. The Secretariat shall send the Request for Joinder to all other parties. Each party shall answer the Request for Joinder within 10 (ten) days from receiving the Request for Joinder.

## Section III – Composition of the Arbitral Tribunal

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### **Article 12** **Number of Arbitrators**

1. Disputes shall be decided by a sole arbitrator or by a tribunal of three arbitrators.

2. The parties may agree on the number of arbitrators. Where the parties have failed to agree upon the number of arbitrators, the dispute shall be decided by a sole arbitrator, save where due to the complexity of the dispute it appears to the Arbitration Council, that the case warrants the appointment of three arbitrators.

### **Article 13** **Appointment of Arbitrators**

1. Parties may agree on a different procedure for appointment of a sole arbitrator or the tribunal of three arbitrators than set out in this Article. If such procedure is not agreed or is not clear enough for the appointment of a sole arbitrator or the tribunal of three arbitrators, the respective appointments shall be made pursuant to paragraphs 2-4 of this Article, taking into consideration the parties' agreement.

2. Where the dispute is to be resolved by a sole arbitrator, the parties may, by agreement, nominate a sole arbitrator for confirmation by the Arbitration Council. If the parties fail to nominate the sole arbitrator within 30 (thirty) days from the date when the Claimant's Request for Arbitration has been received by the Respondent, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Arbitration Council.

3. Where the dispute is to be resolved by the tribunal of three arbitrators, each party shall appoint one arbitrator. The Claimant shall appoint an arbitrator in the Request for Arbitration and the Respondent shall make such appointment within 30 (thirty) days in the Answer to the Request for Arbitration. If a party fails to appoint an arbitrator within the time limit provided in this paragraph or within such additional time as may be allowed by the Secretariat, the Arbitration Council shall make the appointment.

4. Where the dispute is to be resolved by a tribunal of three arbitrators, the third arbitrator, who shall act as the president of the Arbitral Tribunal, shall be nominated by the two already appointed co-arbitrators, unless the parties have agreed upon another procedure for such appointment. The nomination will be subject to confirmation by the Arbitration Council, upon successful confirmation the president is deemed to be appointed. Should the procedure not result in a nomination within 10 (ten) days from the appointment of already appointed co-arbitrators or any other time limit agreed upon by the parties, the third arbitrator shall be appointed by the Arbitration Council.

5. Arbitrators may be appointed from outside the list of arbitrators of the Centre.

## **Article 14**

### **Appointment of Arbitrators in Multiparty Arbitration**

1. Where there are multiple Claimants or multiple Respondents, and where the dispute is to be resolved by a tribunal of three arbitrators, the multiple Claimants, jointly, and the multiple Respondents, jointly, shall appoint an arbitrator pursuant to the time limits provided in Article 13(3). The third arbitrator, who shall act as the president of the Arbitral Tribunal, shall be nominated by already appointed co-arbitrators (subject to confirmation by the Arbitration Council). Should this procedure not result in an nomination within 10 (ten) days from the appointment of already appointed co-arbitrators or any other time limit agreed upon by the parties, the third arbitrator shall be appointed by the Arbitration Council.

2. Where an additional party has been joined to the arbitration in accordance with Article 11 and where the dispute is to be resolved by a tribunal of three arbitrators, the additional party may, jointly with the Claimant or with the Respondent, appoint an arbitrator pursuant to the procedure provided paragraph 1 of this Article.

3. Where the dispute is to be resolved by a sole arbitrator, the sole arbitrator shall be nominated by the agreement of all parties involved pursuant to the procedure provided in Article 13(2).

4. If any party fails to make a joint appointment pursuant to paragraphs 1 or 2 of this Article, the Arbitration Council shall appoint the entire tribunal.

## **Article 15**

### **Impartiality and Independence of Arbitrators**

1. Each arbitrator must be and remain at all times impartial and independent.
2. Before appointment or confirmation, a prospective arbitrator shall sign a statement of impartiality and independence. The prospective arbitrator shall disclose any facts or circumstances that could give rise to justifiable doubt as to his/her impartiality or independence. The Secretariat shall send a copy of the statement of impartiality and independence to the parties and other members of the Arbitral Tribunal.
3. An arbitrator shall immediately disclose to the Secretariat, parties and other members of the Arbitral Tribunal any facts or circumstances referred to in paragraph 2 of this Article that may arise during the arbitration.

## **Article 16**

### **Qualifications of Arbitrators**

1. Where the parties are of different nationalities, the sole arbitrator or the president of the Arbitral Tribunal shall be of a nationality other than those of the parties, unless the parties have agreed otherwise. The Arbitration Council, if it deems appropriate, may choose a sole arbitrator or a president of the Arbitral Tribunal of the same nationality as any of the parties, provided none of the parties object within the time limit fixed by the Arbitration Council.
2. When appointing or confirming arbitrators, the Arbitration Council shall take into consideration the nature of the dispute, applicable law, the seat and the language of the arbitration. The Arbitration Council shall also consider the availability of the prospective arbitrator to conduct proceedings according to the Rules.

## **Article 17**

### **Challenge of Arbitrators**

1. A party may challenge any arbitrator for a lack of impartiality or independence or on other grounds by filing a written statement of challenge with the Secretariat.

2. A challenge to an arbitrator shall be made in writing within 15 (fifteen) days of the notification to the party of the appointment or confirmation of the arbitrator or within 15 (fifteen) days of the date when the circumstance giving rise to the challenge became known to the party if this occurs subsequent to the appointment or the confirmation of the arbitrator. Failure by a party to challenge the arbitrator within these time limits shall be considered to be a waiver of the right to make such challenge to the arbitrator.

3. The Secretariat shall transmit the copy of the statement of challenge to the other party/parties, other members of the Arbitral Tribunal and the arbitrator concerned and shall give them an opportunity to comment in writing within a certain period of time.

4. If the challenged arbitrator decides not to resign or the other party does not agree to the challenge within the time period provided in paragraph 3 of this Article, the challenge shall be decided by the Arbitration Council.

## **Article 18**

### **Replacement of Arbitrators**

1. An arbitrator shall be replaced when:

- (a) The arbitrator passes away;
- (b) A challenge of the arbitrator is sustained;
- (c) The Arbitration Council accepts the voluntary resignation of an arbitrator;

(d) The Arbitration Council, upon the request of the Secretariat or a party, decides that an arbitrator is prevented de facto or de jure from fulfilling his/her functions or that an arbitrator is not fulfilling his/her functions in accordance with the Rules or the arbitration agreement.

2. In the cases of replacement of arbitrators in the circumstances provided in paragraphs 1(c) and 1(d) of this Article, the Secretariat shall give the parties an opportunity to comment in writing before a decision on the replacement is reached.

3. In case of replacement, a new arbitrator shall be appointed pursuant to the procedure provided for in Articles 13 and 14 that was applicable to the appointment or nomination of the arbitrator being replaced.

4. In the event of replacement, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the Arbitral Tribunal decides otherwise.

5. Where the dispute is to be resolved by a tribunal of three arbitrators, instead of making the relevant replacement, the Arbitration Council may decide that the remaining two arbitrators shall proceed with the arbitration. When making such a decision, the Arbitration Council shall take into consideration the stage of the proceedings as well as the comments of the other arbitrators and the parties.

## **Article 19**

### **Decisions of the Arbitration Council**

The decisions made by the Arbitration Council with regard to the appointment, challenge and replacement of arbitrators shall be final.

## Section IV – The Arbitral Proceedings

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### **Article 20**

#### **Transfer of the File to the Arbitral Tribunal**

Once the Arbitral Tribunal has been constituted and the advance on costs, as requested by the Secretariat, has been paid, the Secretariat shall transmit the case file to the Arbitral Tribunal.

### **Article 21**

#### **Conduct of the Arbitration**

1. The Arbitral Tribunal shall ensure that the proceedings are conducted in an expeditious and cost-effective manner.
2. For the purposes of the effective management of the proceedings, the Arbitral Tribunal may adopt any procedural measures considered necessary which are not contrary to the Rules or the agreement of the parties. Before doing so, the Arbitral Tribunal shall consult the parties.
3. In all cases, the Arbitral Tribunal shall ensure that both parties are given equal and reasonable opportunity to present their case.

### **Article 22**

#### **Seat of the Arbitration**

1. In the absence of an agreement between the parties, the Arbitral Tribunal shall determine the seat of arbitration.
2. The Arbitral Tribunal, after consulting the parties, may conduct hearings or other meetings at any place that it considers appropriate. The Arbitral Tribunal may deliberate at any place that it considers appropriate.



3. The award shall be deemed to have been rendered at the seat of arbitration.

## **Article 23**

### **Rules Governing the Arbitration**

The arbitral proceedings shall be governed by the Rules and where the Rules are silent in accordance with the agreement of the parties or, in the absence of such agreement, pursuant to such procedural measures adopted by the Arbitral Tribunal in accordance with Article 21.

## **Article 24**

### **Applicable Law**

1. The Arbitral Tribunal shall apply to the merits of the dispute any law or rules of law agreed upon by the parties. In the absence of such agreement of the parties, the Arbitral Tribunal shall apply any law or rules of law that it considers most appropriate for the purposes of the dispute.

2. Any choice of the law of a particular State by the parties shall refer to the substantive rules of that law, to the exclusion of the conflict of laws rules.

## **Article 25**

### **Language**

1. The proceedings shall be conducted in the language agreed upon by the parties. In the absence of such agreement, the language of the arbitral proceedings shall be determined by the Arbitral Tribunal giving due regard to the relevant circumstances of the case and after having consulted the parties.

2. All the documents presented in languages other than the language of the proceedings shall be accompanied by a translation into the language of the arbitration, unless otherwise decided by the Arbitral Tribunal in consultation with the parties.

## **Article 26**

### **Terms of Reference**

1. No later than 15 (fifteen) days following the transfer of the case file by the Secretariat, the Arbitral Tribunal shall draw up its Terms of Reference and present them to the parties for their written comments.

2. Terms of Reference shall contain:

(a) The names, descriptions, addresses and contact details of the parties and their representatives;

(b) The names, descriptions, addresses and contact details of the sole arbitrator or each of the members of the Arbitral Tribunal;

(c) A summary of the parties' claims and the relief sought, including the amount in dispute;

(d) The place and language of arbitration and the applicable law;

(e) The procedural measures that shall govern the proceedings in addition to the Rules.

3. The Terms of Reference shall be signed by the parties and the Arbitral Tribunal no later than 25 (twenty five) days from the transfer of the case file to the Arbitral Tribunal. If a party fails to sign the Terms of Reference, the Terms of Reference shall be deemed to be in force upon the signature of the other party and the sole arbitrator or all members of the Tribunal.

4. After the Terms of Reference have been signed, the parties are not allowed to make any new claim(s), unless the Arbitral Tribunal, upon the application by a party, decides to accept a new claim(s) giving due regard to the nature of the new claim(s), stage of the proceedings and other relevant circumstances.

## **Article 27**

### **Procedural Conference and Procedural Timetable**

1. Soon after the transfer of the case file, the Arbitral Tribunal shall hold a case management conference to consult the parties on procedural issues for the purposes of the proper conduct of arbitration in accordance with Article 21 of the Rules and to establish the procedural timetable.
2. In order to ensure the proper and effective conduct of arbitral proceedings throughout the entire arbitration, the Arbitral Tribunal may, after having consulted the parties, adopt additional procedural measures and/or modify the procedural timetable. For these purposes, the Arbitral Tribunal may decide to convene further case management conferences. The procedural timetable can also be attached to the Terms of Reference as an annex, subject to decision of Arbitral Tribunal.
3. Case management conferences may take place in any appropriate form including a meeting in person, by video conference, telephone or other means of communication. In the absence of an agreement of the parties, the Arbitral Tribunal shall determine the means by which the case management conference will be conducted.

## **Article 28**

### **Exchange of Memorials**

1. Unless already submitted under Article 6(5) of the Rules, the Claimant shall, within the time limit provided in the procedural timetable or otherwise determined by the Arbitral Tribunal, submit its Statement of Claim, which shall set out:
  - (a) A statement of facts supporting the claim;
  - (b) A statement of legal arguments supporting the claim;
  - (c) Evidence relied upon by the Claimant;
  - (d) The relief sought.
2. Unless already submitted under Article 7(6) of the Rules, the Respondent shall, within the time

limit provided in the procedural timetable or otherwise determined by the Arbitral Tribunal, submit its Statement of Defense, which shall set out:

- (a) Any objections to the jurisdiction of the Arbitral Tribunal or the admissibility of the claim(s);
- (b) A statement of facts supporting the defense, and the counterclaim or request for set off (if any);
- (c) A statement of legal arguments supporting the defense, and the counterclaim and request for set off (if any);
- (d) Evidence relied upon by the Respondent.

3. The parties may agree upon, and/or the Arbitral Tribunal may, if it considers it appropriate for the purposes of a particular dispute, order the submission of a reply and rejoinder or other written submissions in the course of the proceedings.

4. The Arbitral Tribunal may decide any essential issue that it considers appropriate for the effective resolution of the dispute and that has not been raised by the parties in their written or oral submissions, provided that the issue has been clearly brought to the attention of the parties and the parties have been given an adequate opportunity to comment in writing or orally on every such issue during the hearings.

## **Article 29**

### **Evidence**

1. It is for the Arbitral Tribunal to determine the admissibility and weight of the evidence.

2. At any time during the course of the proceedings, the Arbitral Tribunal may order a party to provide any additional evidence a party intends to rely upon, on its own motion or at the request of another party.

3. The Arbitral Tribunal may order parties to identify witnesses and/or party-appointed experts they intend to present on the case well in advance of the hearings. Unless otherwise agreed by the

parties, the witnesses may be subjected to direct and cross examination if the parties so request or if it is considered appropriate by the Arbitral Tribunal.

4. The Arbitral Tribunal, after consultations with the parties, may appoint one or more experts to produce an expert report on a specific issue set out by the Arbitral Tribunal. Parties shall be given an opportunity to comment in writing on the report of the expert(s) so appointed. If the parties request, such expert(s) may be questioned at the hearing by any party.

## **Article 30** **Hearing**

1. The Arbitral Tribunal shall hold a hearing if it considers appropriate or either party request it to do so.

2. The Arbitral Tribunal shall fix the time, date and place of the hearing in consultation with the parties reasonably in advance of such hearing. The Arbitral Tribunal shall be fully in charge of the hearings.

3. If any party fails to appear before the Arbitral Tribunal without valid reason, the Arbitral Tribunal shall be empowered to proceed with the hearing in the absence of this party and render an award.

4. Unless the parties agree otherwise, hearings shall be held in private and any information, documentation, recordings or transcripts relating to these hearings shall be confidential.

## **Article 31** **Default**

1. If the Claimant fails to submit a Statement of Claim according to Article 28 of the Rules without showing valid reasons, the Arbitral Tribunal shall be empowered to terminate the proceedings.

2. If the Respondent fails to submit a Statement of Defense according to Article 28 of the Rules or otherwise fails to present its case without showing valid reasons, the Arbitral Tribunal shall be empowered to proceed with the arbitration and render an award.

## **Article 32**

### **Interim Measures**

1. The Arbitral Tribunal may, at the request of a party, order any interim measure that it considers appropriate. The Arbitral Tribunal may make the order of such measures subject to an appropriate security being provided by the requesting party. The interim measures granted by the Arbitral Tribunal shall be issued in the form of an order, giving reasons, or in the form of an award.

2. Before the commencement of arbitral proceedings in accordance with Article 20 of the Rules or at any appropriate time thereafter, the parties may apply to any competent judicial authority for interim measures. Any application of the parties to the judicial authority with the request to either grant interim measures or implement those granted by the Arbitral Tribunal shall not be considered as a violation or waiver of the arbitration agreement and shall not affect the authority of the Arbitral Tribunal.

## **Article 33**

### **Closing of the Proceedings**

1. After the last hearing or the filing of the last authorized submission, the Arbitral Tribunal shall declare the proceedings closed.

2. After the proceedings are declared closed, no further submissions, arguments or evidence may be submitted by any party in the case, unless authorized by the Arbitral Tribunal.

## **Article 34**

### **Fast Track Arbitration Procedures**

1. Where the amount in dispute does not exceed the limit determined in Article 1 (1) of Fast Track Arbitration Procedures (Annex IV, hereinafter- Fast Track Arbitration Procedures) such dispute shall be conducted pursuant to the provisions set forth in Fast Track Arbitration Procedures.
2. The Fast track Arbitration Procedures shall not be applicable if parties explicitly excluded their applicability by the arbitration agreement. If the arbitration agreement was concluded before the date on which the Fast Track Arbitration Procedure entered into force the Fast Track Arbitration Procedures shall not apply, unless parties agree otherwise.
3. By agreeing upon the application of the Rules, the Parties agree that in case of controversy, the provisions of this Article and Fast Track Arbitration Procedures shall prevail over the arbitration agreement.

## **Section V – The Award**

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## **Article 35**

### **Period of Time for Rendering the Final Award**

1. The Arbitral Tribunal shall render its final award within 6 (six) months from the date of signing the Terms of Reference.
2. If the Arbitration Council considers necessary, it may extend the time limit on the basis of a reasoned request from the Arbitral Tribunal or on its own initiative.

## **Article 36**

### **Making of the Award**

1. When the Arbitral Tribunal consists of more than one arbitrator, the award is made by a majority decision.

2. The award shall be deemed to be rendered on the date which is stated in the award.

## **Article 37**

### **Types and Content of the Award**

1. The award shall be made in writing and state the reasons upon which the Arbitral Tribunal's decisions are based.

2. The award shall be signed by the arbitrators. Where there is more than one arbitrator and any one of them fails to sign, the award shall state the reason for the absence of the signature.

3. The Arbitral Tribunal may issue partial awards.

## **Article 38**

### **Settlement**

If the parties reach a settlement after the case file has been transmitted to the Arbitral Tribunal, they may request it to be recorded in the form of an award made by consent of the parties. In such case, the Arbitral Tribunal has full discretion whether to accept the parties' request.

## **Article 39**

### **Effect of the Award**

The arbitral award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to comply with the award without delay.

## **Article 40**

### **Review of the Award by the Arbitration Council**

Before signing any award, the Arbitral Tribunal shall submit it in draft form to the Arbitration Council through the Secretariat. The Council may lay down modifications as to the form of the award



and, without affecting the Arbitral Tribunal's liberty of decision, may also draw its attention to points of omissions and/or errors in the substantive part of the award. No award shall be rendered by the Arbitral Tribunal until it has been approved by the Arbitration Council as to its form.

## **Article 41**

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

1. Within 30 (thirty) days of the receipt of the award, a party, with notice to the other party, may request that the Arbitral Tribunal give an interpretation of the award. The interpretation shall be given in writing within 45 (forty five) days, or within such extended period as approved by the Arbitration Council, of receipt of the request, provided that the Arbitral Tribunal first submits it for approval to the Arbitration Council. The interpretation shall form part of the award and comply with the requirements for the making of awards set out in Articles 36 and 37 of the Rules

2. The Arbitral Tribunal may correct clerical, computational, typographical, or similar errors contained in an award, provided that it submits such correction for approval to the Arbitration Council within 30 (thirty) days of the date of the award.

3. The parties may also apply with the request referred to in paragraph 2 of this Article within 30 days of the date of the award. The Arbitral Tribunal shall decide on the application. The Arbitral Tribunal shall set a time limit for comments from the other party, not exceeding 30 (thirty) days from the receipt of the application by the applicant party. The Arbitral Tribunal shall submit its decision on the application in draft form to the Arbitration Council not later than 30 (thirty) days following the expiration of the time limit for the receipt of any comments from the other party or within such other period as the Arbitration Council may decide.

## Section VI – Costs

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### **Article 42** **Advance on Costs**

1. The estimated advance on costs shall be fixed by the Secretariat to cover the costs of arbitration defined under Article 43(1).
2. The advance on costs shall be paid within 15 (Fifteen) days from the date of constitution of the Arbitral Tribunal. The advance on costs fixed by the Secretariat pursuant to this Article shall be payable in equal shares by the Claimant and the Respondent.
3. Where counterclaims are submitted by the Respondent, the Secretariat may fix separate advances on costs for the claims and the counterclaims. Once such separate advances on costs are fixed, each of the parties shall pay the advance on costs corresponding to its claims, within the time limits determined by the Secretariat.
4. If one of the parties claims a right to a set-off with regard to any claim, such set-off shall be taken into account in determining the advance to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the Arbitral Tribunal to consider additional matters.
5. Where claims are made under Article 11, the Secretariat shall fix one or more advances on costs that shall be payable by the parties within the time limit defined by Secretariat. Where any advance on costs has previously been fixed any such advance shall be replaced by the advance(s) fixed pursuant to this paragraph.
6. The amount of any advance on costs fixed by the Secretariat pursuant to this Article may be subject to readjustment at any time during the

arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs, should such other party fail to pay its share, which shall be considered in the final award by the Arbitral Tribunal, upon the request of the party.

7. If a party fails to pay the advance on costs, the Secretariat shall ask the other party to make such payment within a defined time limit. In case the requested payment is not made, after consultation with the Arbitral Tribunal, the Secretariat may suspend the proceedings and set a time limit for making such payment, on the expiry of which, failing payment, the claim shall be dismissed and part of the advance on costs (if any) shall be returned to the party. In case neither of the parties pays the advance on costs according to this Article the case shall be dismissed. Such event shall not deprive the Claimant of the right to raise the same claim at a later time in another proceeding.

8. Upon the decision of the Secretariat, the advance on costs in whole or in part may be provided in the form of a bank guarantee or other form of security.

## **Article 43**

### **Composition and Calculation of Costs of Arbitration**

1. Costs of arbitration consist of:
  - a) The administrative fees of GIAC;
  - b) The arbitrators' fees and expenses;
  - c) Other expenses of the Arbitral Tribunal and GIAC.(Together, the "Costs of Arbitration").
2. The parties are jointly and severally liable to the arbitrators and GIAC for the Costs of Arbitration.
3. The fees of arbitrators and the GIAC administrative fees are fixed by the Secretariat, in accordance with the Schedule of Fees (Annex I) in force at the date of the commencement of the arbitration.
4. The final award shall fix the Costs of Arbitration

and decide which of the parties shall bear them or in what proportion the costs shall be borne by the parties.

5. In making decisions as to costs, the Arbitral Tribunal may take into account such circumstances as it considers relevant, including the outcome of the case and the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.

6. In the event of the withdrawal or settlement of all claims before the rendering of the final award, the Secretariat shall fix exact Costs of Arbitration (excluding the registration fee), amount of which shall account for the expenses actually incurred until that time. In doing so the Secretariat shall consider stage of arbitration, the work performed by the Arbitral Tribunal and other relevant circumstances. In such case, if the parties have not agreed upon the allocation of the Costs of Arbitration, such allocation shall be decided by the Arbitral Tribunal, and if the Arbitral Tribunal is not constituted yet, such allocation shall be decided by the Secretariat pursuant to this paragraph.

7. At any time during the arbitral proceedings, the Arbitral Tribunal may make decisions as to costs (including the Costs of Arbitration) and order payment.

8. The Arbitral Tribunal may in the final award or in a partial award order a party or parties to pay any costs incurred by another party, including the cost of legal representation, unless otherwise agreed by the parties.

## Section VII – Miscellaneous

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### **Article 44** **Confidentiality**

1. Unless otherwise agreed by the parties, the parties, the Arbitral Tribunal, the GIAC and any

other person involved in the arbitration proceedings shall at all times treat all matters and all documents related to the proceedings and the award as confidential.

2. An award may be made public with the consent of all parties, or in situations where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

## **Article 45**

### **Unforeseen Matters**

1. If a matter is not expressly regulated by the Rules, GIAC and the Arbitral Tribunal shall act in the spirit of the Rules and shall make every effort to ensure that the award is legally enforceable.

2. In case of controversy between the different language versions of the Rules, the version of the language of the proceedings shall prevail. If the Rules version in the language of the proceedings does not exist the English version shall be applicable.

## **Article 46**

### **Exclusion of Liability**

The arbitrators, any person appointed by the Arbitral Tribunal, GIAC and its employees shall not be liable to any person for any act or omission in connection with the arbitration, to the extent legally permissible.

## **Article 47**

### **Waiver**

If a party fails to object promptly to any non-compliance with the Rules or any other rules governing the arbitral proceedings, it shall be deemed to have waived its right to object, unless the party demonstrates that such failure was justified.

## **Article 48**

### **Amendments to the Rules**

GIAC can at all times amend these Rules in accordance with its Charter. Such amendments shall have no effect on the arbitrations that have already been commenced.

## **Annex I Schedule of fees**

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### **Article 1**

#### **Registration Fee**

1. The registration fee defined under Article 9 of the Rules for disputes the value of which do not exceed 20 000 (twenty thousand) USD shall be 500 (five hundred) USD and for disputes the value of which exceeds 20 000 (twenty thousand) USD shall be 1000 USD (one thousand). The registration fee is part of the administrative fees.

2. The registration fee is non-refundable. The registration fee shall be paid in accordance with Article 9 of the Rules.

### **Article 2**

#### **Administrative Fee**

1. The administrative fee shall be calculated from the amount in dispute in accordance with the schedule below. If the amount of the dispute cannot be determined, the Secretariat shall define the administrative fee taking into consideration all relevant circumstances, at its discretion.

2. In exceptional circumstances the Secretariat may deviate from the schedule, provided that the amount of the administrative fee does not exceed the amount set out in the schedule.

3. At any time during the arbitration the Secretariat may fix additional fees for any reasonable expenses corresponding to the service provided by GIAC and the arbitrators, including but not limited to travel expenses of arbitrators, facilities of the arbitration, expert appointment etc.

## **Article 3**

### **Arbitrators' Fees**

1. The Secretariat shall fix the fees of arbitrators in accordance with the scale set out in the Schedule below. When fixing the arbitrators' fees the Secretariat shall take into consideration the complexity of the dispute, the experience of the arbitrators and other relevant circumstances.

2. The arbitrators' fees defined in the Schedule below are for the sole arbitrator or president of a tribunal of three arbitrators. If it is not decided otherwise by the Arbitral Tribunal the fees of the co-arbitrator on a tribunal of three arbitrators shall be 60 percent of the fee of the president.

3. Arbitrators' fees and expenses shall be fixed exclusively by the Secretariat as required by the Rules. Separate fee arrangements between the parties and an arbitrator are contrary to the Rules.

## Schedule of Administrative Fee and Arbitrators' Fee

### Administrative Fees' Fee

Amount in Dispute (In US Dollars)	Administrative Fee (In US Dollars (excluded VAT))
Up to 20 000	500
From 20 001 to 50 000	1000 + 5% of the amount above 20 000
From 50 001 to 100 000	2 500 + 2% of the amount above 50 000
From 100 001 to 200 000	3 500 + 1.5% of the amount above 100 000
From 200 001 to 500 000	5 000 + 0.9% of the amount above 200 000
From 500 001 to 1 000 000	7 700 + 0.7% of the amount above 500 000
From 1 000 001 to 2 000 000	11 200 + 0.5% of the amount above 1 000 000
From 2 000 001 to 5 000 000	16 200 + 0.15% of the amount above 2 000 000
From 5 000 001 to 10 000 000	20 700 + 0.1% of the amount above 5 000 000
Over 10 000 000	25 700 + 0.015% of the amount above 10 000 000    Max. 35 000



# Arbitrators’ Fees

Amount in Dispute (In US Dollars)	Sole arbitrator/Chairperson Fee (In US Dollars (excluded VAT))	
	Minimum	Maximum
Up to 20 000	500	1 500
From 20 001 to 50 000	1 000	3 000
From 50 001 to 100 000	1 500	5 000
From 100 001 to 200 000	2 000	7 000
From 200 001 to 500 000	5 000	10 000
From 500 001 to 1 000 000	8 000	18 000
From 1 000 001 to 2 000 000	11 000	25 000
From 2 000 001 to 5 000 000	18 000	35 000
From 5 000 001 to 10 000 000	25 000	45 000
Over 10 000 000	35 000	To be determined by the Secretariat

# Schedule of Administrative and Arbitrators' Fees for Fast Track Arbitration Procedures

## Administrative Fee

Amount in Dispute (In US Dollars)	Administrative Fee (In US Dollars (excluded VAT))
Up to 20 000	200
From 20 001 to 50 000	200 + 2% of the amount above 20 000
From 50 001 to 100 000	800 + 1% of the amount above 50 000

## Arbitrators' Fees

Amount in Dispute (In US Dollars)	Sole arbitrator/Chairperson Fee (In US Dollars (excluded VAT))	
	Minimum	Maximum
Up to 20 000	300	1000
From 20 001 to 50 000	500	1 500
From 50 001 to 100 000	750	2 500

## Annex II GIAC as an appointing authority

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1. In cases where GIAC is designated or requested to act as an appointing authority, the applicant shall pay a non-refundable application fee in the amount of 1000 US Dollars. No appointing procedures shall start unless the application fee is paid.
2. In cases referred to in paragraph 1 of this Article, a party wishing GIAC to act as an appointing authority shall submit a request to the GIAC Secretariat, which shall notify the other party or parties of the receipt of the Request. The appointment based on such request shall be made by the Arbitration Council.
3. The appointment process shall be conducted in accordance with the ad hoc arbitration rules or other procedure agreed upon by the parties. In the absence of the agreement of the parties, the Arbitration Council shall make the appointment within 30 days following the receipt of the request.

## Annex III Standard Arbitration Clause

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All disputes arising out of or in connection with the present contract or related to its violation, termination or nullity shall be submitted to Georgian International Arbitration Centre for final settlement by arbitration under the Arbitration Rules of Georgian International Arbitration Centre (GIAC Rules) by [one or three] arbitrators appointed in accordance with these Rules.

The place of arbitration shall be [city, country].  
The language to be used in the arbitral proceedings shall be [choose the language].

## Annex IV

# FAST TRACK ARBITRATION PROCEDURES

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### **Article 1**

#### **Scope of Application**

1. These Fast Track Arbitration Procedures shall apply to all disputes where amount in dispute does not exceed 100 000 (one hundred thousand) USD on the day the statement of claim has been filed.

2. At any time during the arbitral proceedings, upon the request of both parties, the Arbitration Council, before composition of Arbitral Tribunal, or Arbitral Tribunal, after it is constituted, shall continue the conduct of the arbitral proceeding according to the Rules.

3. If the article 34 of the Rules or these Fast Track Arbitration Procedures does not provide otherwise, Rules shall apply to the arbitral proceedings of Fast Track Arbitration Procedures.

### **Article 2**

#### **Statement of Claim**

Whereas these Fast Track Arbitration Procedures are applicable according to Article 34 of the Rules and Article 1 of these Fast Track Arbitration Procedures, any party wishing to commence arbitration shall file a statement of claim with the Secretariat, which shall include:

- (a) Full names and contact details (such as, but not limited to address, phone number, email address, etc.) of the parties and their representatives (if available);
- (b) A statement of facts supporting the claim;
- (c) Statement of the relief sought and the amount requested for each claim. If the relief sought cannot be reflected as a specific sum, an estimate of the monetary value of each claim at the time of submission of the Statement of Claim;

- (d) A statement of legal arguments supporting the claim;
- (e) The full terms of the Arbitration Agreement invoked by the Claimant to support its claim, together with a copy of any contractual or other documentation in which the Arbitration Agreement is contained or under which the Claimant's claim arises;
- (f) Evidence relied upon by claimant;
- (g) Nomination of the arbitrator and his/her contact details;
- (h) All relevant observations and comments regarding the arbitrator, place of arbitration, the applicable law and the language of proceedings(if necessary).

### **Article 3**

#### **Statement of Defense**

Within 10 (ten) days from the receipt of the Statement of Claim from the Secretariat, the Respondent shall submit the Statement of Defense, which shall include:

- (a) Full names and contact details (such as, but not limited to address, phone number, email address, etc.)of the Respondent and its representative(s) (if available);
- (b) The Respondent's comments and observations regarding the relief sought by the Claimant and the facts of the dispute giving rise to the claim, as well as specific relief sought by the Respondent, if applicable;
- (c) The Respondent's counterclaim (if any). If Respondent fails rise the counterclaims within the Statement of Defense, it shall not be acceptable after the Statement of Defense is made, unless the Arbitral tribunal decides otherwise;
- (d) A statement of facts supporting the defense, and the counterclaim or request for set off (if any);
- (e) A statement of legal arguments supporting the defense, and the counterclaim and request for set off (if any);
- (f) Any objections concerning the existence, validity, applicability of the arbitration agreement or the admissibility of the claim(s);

- (g) Evidence relied upon by the Respondent;
- (h) Nomination of an arbitrator and his/her contact details;
- (i) All relevant observations and comments regarding the arbitrator, place of arbitration, applicable law and language of the proceedings.

## **Article 4**

### **Arbitral Tribunal**

1. In arbitration conducted under these Fast Track Arbitration Procedures, the Arbitral Tribunal shall be composed of a sole arbitrator, notwithstanding the provision of arbitration agreement on contrary.
2. The parties may, by their agreement nominate a sole arbitrator for confirmation by the Arbitration Council. If parties fail to nominate the sole arbitrator within 10 (ten) days from the date when the Statement of Claim has been received by the Respondent, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Arbitration Council within the shortest time possible.

## **Article 5**

### **The Arbitral Proceedings**

1. Articles 11 (3-5) and 26 of the Rules shall not apply to the arbitral proceedings conducted under these Fast Track Arbitration Procedures.
2. Apart from Statement of Claim and Statement of Defense, the parties may submit only one additional written submission with relevant evidence (including witness or/and expert document), after which no party shall make new claims, unless Arbitral Tribunal upon the application by a party decides to accept a new claim(s), giving due regards to the nature of the new claim(s), the stage of the proceedings and other relevant circumstances.

3. After consulting the parties, Arbitral Tribunal may decide to examine the witnesses or/and experts.

4. After consulting the parties, the Arbitral Tribunal may decide the dispute based only on the submitted documents by the parties, without holding the hearing, and without examination of the witnesses or/and experts. In case when hearing is to be held it can be conducted in person or by using the various means of electronic telecommunication, subject to the decision of Arbitral Tribunal. The date and place of the hearing shall be fixed during the case management conference in consultation with the parties.

## **Article 6**

### **The Award**

The Arbitral Tribunal shall render its final award within 3 (three) months from the date of transferring of the case files to the Arbitral Tribunal. In a very exceptional circumstances the Arbitration Council may extend the time limit on the basis of a reasoned request from the Arbitral Tribunal.

## **Article 7**

### **Costs**

Provisions on the Costs as stipulated under the Rules are applicable to arbitration conducted under these Fast Track Arbitration Procedures, subject to following modifications:

(a) the advance on cost shall be paid within 7 (seven) days from the date of constitution of the Arbitral Tribunal;

(b) Arbitrators' Fees and Administrative Fees are fixed in accordance with Schedule of Administrative and Arbitrators' Fees for Fast Track Arbitration Procedure provided in Annex I;

(c) the registration fee for disputes to be conducted under these Fast Track Arbitration Procedures shall be 150 (one hundred fifty) USD.

## **Article 8**

### **General Provision**

If any matter related to the Fast Track Arbitration Procedures is not expressly stipulated by this Annex, the Arbitration Council and the Arbitral Tribunal shall act in the spirit of the Rules and Fast Track Arbitration Procedures in determining such matter.



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Of the various languages in which  
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