
**LE TRIBUNAL D'ARBITRAGE INTERNATIONAL DE COMMERCE
AUPRÈS DE LA CHAMBRE EUROPÉENNE D'ARBITRAGE**

**RULES
OF INTERNATIONAL COMMERCIAL ARBITRATION COURT UNDER
THE EUROPEAN ARBITRATION CHAMBER**

In force as of May 21st 2015

***Approved by the Protocol of Annual General Meeting of members of the
INA "European Arbitration Chamber" № 1/2015 dated 21.05.2015***

Article 1 General Provisions

1.1. The International Commercial Arbitration Court under the International non-profit association "European Arbitration Chamber" (Brussels, Belgium) (hereinafter referred to as "the ICAC" or "the ICAC under EAC") is an independent permanent arbitration court, operating under the Articles 1676-1723 of the Belgian Judicial Code, the Statute of the International non-profit association "European Arbitration Chamber" and its Rules.

1.2. The Secretariat of the ICAC is situated in the city of Brussels (Belgium).

1.3. In these Rules the terms are used in the following meaning:

- a. *the term "**EACH**" means International non-profit association "European Arbitration Chamber" (Brussels, Belgium);*
- b. *the term "**ICAC**" means the International Commercial Arbitration Court under the International non-profit association "European Arbitration Chamber" (Brussels, Belgium);*
- c. *the term "**President**" means the President of the International Commercial Arbitration Court under the International non-profit association "European Arbitration Chamber" (Brussels, Belgium), elected according to the article 3.1;*
- d. *the term "**Claimant**" means the party or parties initiating an action;*
- e. *the term "**Respondent**" means the responding party or parties;*
- f. *the term "**Request for arbitration**" means written statement about initiating proceeding (of a case) at the ICAC;*
- g. *the term "**Secretariat**" means the ICAC Secretariat, which is headed by the Executive Secretary of the ICAC (article 3.2);*
- h. *the term "**Arbitration Court**" means arbitrators or sole arbitrator, authorized to decide the dispute. The quantity of arbitrators is odd number.*

Article 2 The ICAC competence

2.1. The Rules are applied to Arbitration Agreement or other agreement between the parties, in which such application is specified. If the parties agree to refer to arbitration according to the ICAC Rules (the Rules), they thereby comply with these Rules or those Rules that the ICAC will amend and approve before the claimant applies to the ICAC. The Arbitration Agreement may result from any contractual agreement, arbitration clause, compromise agreement, or any other written agreement concerning the adjudgment according to the ICAC Rules by one or several arbitrators assigned as provided herein.

Article 3 The ICAC Administration and Secretariat

3.1. The ICAC President is appointed by the General Meeting of the EAC. The ICAC Vice-president is appointed by General Meeting of the EAC among candidacies suggested by the President of the ICAC.

3.2. The Secretariat is headed by the ICAC Executive Secretary, the General Meeting of EAC.

3.3. The Secretariat performs duties, as prescribed herein, and takes the following measures:

- a. reports to the ICAC about the state of arbitration
- b. notifies the parties and Arbitration Court, as well as any other their addressee about the measures taken by the ICAC or itself
- c. receives all written acts and documents from the parties and the Arbitration Court;
- d. hands over corresponding copy of acts and documents, as well as the references and certificates as regards the arbitration to the parties by their request;
- e. hands over all other documents and notifications between parties and the Arbitration Court.

Article 4 The ICAC arbitrators

4.1. The arbitrators may be the citizens of different countries, with confirmation about the higher education and required special knowledge in the sphere of disputes settlement in the competence of the ICAC. Arbitrators have to take the oath about the independency and impartiality as well as the compulsory execution and observance of provisions of the ICAC Rules and the Constitution of the European Arbitration Chamber.

Article 5 Arbitration

5.1. A party, wishing to refer to arbitration ("claimant"), as stipulated herein, sends its Request for Arbitration and its enclosures to the ICAC Secretariat ("the Secretariat"). The Request for Arbitration shall comprise the following:

- a. names, surnames, trade name, status, postal addresses and/or legal addresses, telephone, fax and telex numbers, as well as the e-mail (in case of need) of all parties in this arbitration and their authorized representatives;
- b. a copy of written arbitration clause or separate arbitration agreement, which the claimant refers to ("the Arbitration Agreement"), together with a copy of the contract with such clause or in respect of which this arbitration is initiated;
- c. a short description of the nature and circumstances of the dispute and legal grounds, on which the Claimant refers to the opposite party in the arbitration ('Respondent') and, if possible, definition and evaluation of requested sums;
- d. statement of all questions regarding the arbitration proceeding (such as place and language of the proceeding, number of arbitrators, their election and qualification etc.), which the parties have already agreed by in written or concerning which the Claimant intends to make a proposal;
- e. name, surname, mailing address, telephone and fax number, as well as the e-mail address (in case of need) of the candidate of arbitrator or arbitrators, nominated by the Claimant (in case the appointment of arbitrators' candidates by the parties is stipulated in the Arbitration Agreement);
- f. confirmation of registration fee transfer, at a rate stipulated in the Provisions about the arbitration fees and expenses (without which the Request for Arbitration will not be registered by the Secretariat and, the arbitration will not be initiated);
- g. proof to the Secretariat that the Request for Arbitration including all accompanying documents have been handed over simultaneously to all other parties of the arbitration with a help of, as minimum, one or more legal service means which should be stated in this confirmation;

5.2. The Request for Arbitration and its enclosures, including accompanying documents, should be handed over to the Secretariat in such number of copies, which is equal to the number of arbitrators, plus one copy to the ICAC.

5.3. The Request for Arbitration isn't considered as submitted until the registration fee is paid, the amount of the registration fee is stipulated in the Provisions about arbitration costs of the ICAC. The paid registration fee upon the Request for Arbitration is non-refundable. After the receipt of proof of the registration fee payment from Claimant, the Secretariat sends the Disposition about the initiating of the arbitration to the parties within 8 working days in force on the date of receiving of the Request for Arbitration.

Article 6 The Response to the Request

6.1. Upon receiving the Request for Arbitration, the Respondent shall submit his Response to the Request to the Secretariat within a time period, set by the Secretariat. This time period may be increased or decreased by the Secretariat under sufficient grounds.

6.2. The Response to the Request shall be signed by the party or its legally authorized representative and contains:

- a. respondent's point of view as to the Claimant's Request for Arbitration, admission or denial of any relief sought in the Request for Arbitration;
- b. a description of nature and circumstances, the legal grounds of counterclaims, made by the Respondent against the Claimant;
- c. any comments on the affirmations, contained in the Request for Arbitration, on issues concerning the arbitration proceeding;
- d. name, surname, address, telephone and fax number, as well as the e-mail address (in case of need) of the candidate of the appointed arbitrator or arbitrators, nominated by the Respondent (in case the appointment of arbitrators' candidates by the parties is stipulated in the Arbitration agreement);
- e. proof to the Secretariat that the copies of the Response to the Request (including all accompanying documents) have been handed over simultaneously to all other parties of the arbitration with a help of, as minimum, one or more legal service means which shall be stated in this proof.

6.3. The Response to the Request (including all accompanying documents) is submitted to the Secretariat in such number of copies that is equal to the number of appointed arbitrators, as well as one copy for the Secretariat.

6.4. Failure to send the Response debar the Respondent from denying any claim or raising any counterclaim in the arbitration proceeding. However, if the appointment of arbitrator candidates by the parties is stipulated in the Arbitration Agreement, then the failure to send the Answer or non-appointment in time of the arbitrator candidacy is considered as the final and irrevocable refusal of possibility to appoint the arbitrator candidacy by this party. If the Respondent didn't nominate arbitrator candidacy, the President of the ICAC appoints an arbitrator.

Article 7 Notification and Terms

7.1. Any notifications or messages, required or may be required from the parties hereunder, are submitted in written and sent by registered mail or by courier, or by facsimile or e-mail or any other telecommunication means, which provide the delivery registration of its transmission.

7.2. The actual address of the party, used for purposes of notification or delivery any messages during the arbitration proceeding, is considered as the last known home or office address of this party, failing the address change notification sent to all other parties, the Arbitration Court and the Secretariat.

7.3. With a purpose to set zero-time reference, any notification or message is considered as received at the date of their delivery or, in case with electronic communication means, at the date of transfer.

7.4. With a purpose to set the terms, any notification or message is considered as sent, dispatched or transferred, if they have been transferred prior to the end of the set time period, up to the day of time termination inclusively.

7.5. The terms provided hereunder are calculated the next date after the date of notification or message receipt. If in the country or in the seat of the commercial enterprise notification recipient the deadline is the official holiday or day-off, the time termination is prolonged until the first subsequent working day. The official vacations and days-off occurred to be in the middle of the terms are taken into account in these terms.

7.6. The Arbitration Court may, at any time, prolongate (even at the expiration of time) or reduce any terms, including the terms of any notification or message submission between the parties, if it is required by exclusive circumstances, as provided hereunder or by Arbitration Agreement with a purpose to carry out the proceeding.

Article 8 Number of arbitrators

8.1. The parties agree on the number of arbitrators by convention. Failing agreed by the parties, the Arbitration Court consists of 3 arbitrators, unless the President of the ICAC decides that the dispute is to be decided by a sole arbitrator. The concept "the Arbitration Court" used herein means a sole arbitrator or all arbitrators, if several arbitrators are appointed.

8.2. Where the Arbitration Court is to consist of a sole arbitrator, the parties shall be given a time period within which to jointly appoint the arbitrator. If the parties fail to agree, the arbitrator shall be appointed by the President of the ICAC.

8.3. Where the Arbitration Court is to consist of several arbitrators, each party shall appoint an equal number of arbitrators. The Chairperson shall be appointed by the President of the ICAC in this case.

Article 9 Nomination of the arbitrators by the parties

9.1. The arbitrators nominated by the parties shall be approved by the President of the ICAC for their final appointment. The ICAC President may appoint, approve, or refuse the nominated arbitrators, if they do not have required qualification or ability to conduct the proceeding, or if the President of the ICAC considers that they are not independent or impartial. The President of the ICAC approves the composition of the Arbitration Court within 8 days from the date of advance payment of the arbitration costs by the parties or one of the parties due to the paragraph 26 of this RULES.

9.2. If the arbitrator nominated by the parties is not approved by the ICAC President, the Secretariat of the ICAC begins his replacement within one month starting from the date of parties notification about refusal and asking the parties' opinions.

Article 10 Termination of the arbitrators' power and challenge to arbitrators

10.1. A party may challenge the arbitrators, if there are circumstances, which give rise to justifiable doubts regarding their impartiality or independency. The party may challenge the arbitrator, whose candidacy it nominated or in whose appointment it participated, only by the reasons, which became known for the party after his appointment.

10.2. A party intending to challenge to an arbitrator, shall submit a written statement setting forth the motives for the challenge to the President of the ICAC, Secretariat, members of the Arbitration Court and other parties within 15 days after the Arbitration Court formation. If the arbitrator is released from his appointment according to the paragraph 10.1. or in case of his death, the President of the ICAC decides to replace arbitrator. If all the parties don't agree on challenge to arbitrator, the President of the ICAC makes decisions as for replacement of arbitrator.

10.3. Where the arbitrator wants to resign, he shall notify co-arbitrators, as well as the President of the ICAC and the Secretariat, stating the reasons for the resignation. The President of the ICAC hears the parties and the co-arbitrators (if they wish) concerning challenge to the arbitrator and replacement of an arbitrator. After this the President of the ICAC makes decision about replacement of arbitrator.

Article 11 Communication between the parties and the Arbitration Court

11.1. After the Arbitration Court is formed, all written information between the parties and the Arbitration Court is transferred through the Secretariat.

11.2. If the Secretariat sends any written message on behalf of the Arbitration Court, it shall send the copies to all other parties. If any party sends any message to the Secretariat, it should attach written copies for every arbitrator, as well as send the copy directly to all other parties and confirm in written to the Secretariat that it has sent copies to other parties.

Article 12 Conduct of the arbitration proceeding

12.1. The parties are empowered (and recommended), at their own discretion, to agree about the arbitration proceeding, providing that the following general rules of arbitral justice are strictly observed:

- a. be fair and impartial to all the parties, respecting their rights, giving enough opportunities to each party to present its case and objections concerning the opponent's position;
- b. set forth the measures, corresponding to the circumstances of given proceeding, avoiding the groundless delays and expenses, and in such way to provide fair and efficient means for final settlement of the parties dispute. Such agreement between the parties, in case of need, by their request or with their permission, should be done in written or documented by the Arbitration Court by request and with the permission of the parties.

12.2. If the parties do not agree, the Arbitration Court is free to delegate its duties, at own discretion, observing the law and these Rules, to ascertain that the parties adhere to these principles, in any circumstances, to force the parties to observe the proposed terms and to do all their best for fair, efficient and quick conduct of the arbitration proceeding.

12.3. When the Arbitration Court consists of three arbitrators, the President of the ICAC can make resolutions by procedural questions alone, upon receipt of preliminary consent of other arbitrators.

Article 13 Course of arbitration and written statements and documents submission order

13.1. After the Secretariat has referred the case to the Arbitration Court, the Arbitration Court shall define schedule of arbitration in shorter terms and inform about it the Secretariat.

13.2. Within the time period, set by the Arbitration Court, the Claimant may send any changes and amendments, attached to primary Statement of Claim in which stipulating the actual circumstances and legal grounds which he relies upon, the remarks for demands of the opposite party, as well as his possible additional statements of claim or counterclaims.

13.3. Within the time period, set by the Arbitration Court upon receipt of the Statement of Claim or letter from the Claimant, the Respondent sends his Statement of Defense to the Secretariat, stating in details, which actual, economic and legal grounds he relies on, which he recognizes or rejects and on the basis of what, as well as which other facts and legal affirmations he relies on in his defense. Any counterclaims are formulated together with the Statement of Defense in the same way as the relief sought are set forth in the Statement of Claim.

13.4. Within the time period, set by the Arbitration Court ,upon of receipt of the Statement of Defense, the Claimant sends to the Secretariat a Statement of Reply, which in the presence of counterclaims shall include a Defense to Counterclaim similarly to the defense is set forth in the Statement of Defense.

13.5. If the Claimant's Statement of Reply contains a Defense to Counterclaim, the Respondent shall send to the Secretariat (a Statement of Reply) his amendments to Counterclaim, within the time period, set by the Arbitration Court.

13.6. All statements referred to in this Article should be accompanied by as much copies of all essential documents, which the interested party relies on and which were submitted before to neither of the parties, and (in appropriate cases) any referring to the case samples and material evidences, as the number of arbitrators, plus one copy for the ICAC.

13.7. The Arbitration Court begins operating according to the written agreement between parties or according to its authority, as stipulated hereunder, as quickly as possible upon termination of the statement submission process mentioned above.

13.8. If the Respondent does not maintain by the Statement of Defense for Arbitration, the Arbitration Court may, in spite of this, continue the arbitration proceeding and pronounce the arbitral award.

13.9. The oral hearings are conducted upon the request of the parties or upon the request of the Arbitration Court according to the paragraph 18.

13.10. When the Arbitration Court considers that the proceeding is ready to deliver final judgment, it declares the termination of the case and pronounces the award.

Article 14 Seat of arbitration

14.1. The parties may select the seat of arbitration. Unless agreed upon by the parties, the seat of arbitration is Brussels (Belgium), if only the President of the ICAC decides that another place is more appropriate.

14.2. The Arbitration Court may hold hearings in any geographically suitable place, agreed upon by the parties.

14.3. When the hearings are held anywhere apart from the official seat of the arbitration (Brussels, Belgium), the arbitration proceeding and arbitral award have the same power as if they are made in the official seat of arbitration.

14.4. Law of procedure, that is applicable to the arbitration, is the law of the official seat of arbitration, if the parties didn't sign specific agreement to apply another laws of arbitration and if this agreement isn't forbidden by the law of the official seat of arbitration.

Article 15 Language of arbitration

15.1. The language of arbitration proceeding is the language selected in the Arbitration Agreement. Unless agreed upon by the parties, the Arbitration Court shall determine language/languages of arbitration.

15.2. If the Arbitration Agreement is done in several languages, the ICAC may determine which of these languages will be the language of arbitration.

15.3. If any document is made in other language, than the language (languages) of arbitration proceeding is, and the party, submitting this document, did not provide its translation, the ICAC may bind this party to present translation.

Article 16 Applicable law

16.1. The Arbitration Court shall decide the merits of the dispute on the basis of the law or rules of law agreed upon by the parties in the Arbitration Agreement. In the absence of such agreement, the Arbitration Court shall apply the law or rules of law which it considers to be most appropriate.

Article 17 Representatives of the parties

17.1. Any party may be represented by any legally authorized representatives.

17.2. At any time the Arbitration Court may require from any party to confirm the powers of the representatives by providing the letter of authority for the representative.

Article 18 Hearings

18.1. Each party, having expressed such wish, has the right to be heard in the Arbitration Court on the merits of the dispute, unless the parties agreed to conduct the proceeding exclusively based on written documents.

18.2. The Arbitration Court appoints the date, time and place of all sessions and hearings regarding the arbitration proceeding and notifies all participating parties about this place beforehand.

18.3. The Arbitration Court may hand over, prior to the commencement of the hearings, the list of questions to the parties, on which it would like them to provide their answers separately.

18.4. All sessions and hearings are not for public/in private, and the proceeding is confidential, unless otherwise agreed by the parties or ordered by the Arbitration Court.

18.5. The Arbitration Court has full authority to establish the duration of all sessions and hearings or their parts.

18.6. If the party is absent on session without valid reason, the Arbitration Court, having checked the lawfulness of agreement, may conduct the session and make the award.

18.7. The sessions of the Arbitration Court are accompanied by the minutes upon parties' request or on the Arbitration Courts' initiative. The Arbitration Court may solve that making the minutes may be replaced, even partially, by tape-recording.

Article 19 Witnesses

19.1. Before hearing, the Arbitration Court may require from any party to submit beforehand the information about the identity of the witnesses, whom this party intends to call for proceeding, as well as about the subject of their testimonies, their content and their relation to the matter of arbitration proceeding.

19.2. The Arbitration Court may fix time and form, in which such materials should be provided to the Arbitration Court or other parties, as well as, at its own discretion, permit, decline or limit the speech of the witnesses.

19.3. Unless otherwise decided by the Arbitration Court, the witness testimonies may be submitted in written by any party, either in the form of a signed statement, or as written sworn testimonies.

19.4. Any party may request that a witness, whose testimonies the opposite party relies on, to be present at the hearings for oral interrogation/questioning/examination in the Arbitration Court. If the witness, called by the Arbitration Court, did not appear for oral interrogation/questioning/examination without valid grounds, the Arbitration Court may place such importance on his written testimonies, as he considers corresponding to the case circumstances, or may exclude them completely from the list of evidences.

19.5. Any witness, who gives oral testimonies at the hearing in the Arbitration Court, may be interrogated by any party under control of the Arbitration Court. The Arbitration Court may put questions at any time during witnessing.

Article 20 Experts

20.1. Failing the written agreement between the parties about the other, the Arbitration Court may:

- a. appoint one or more experts to report to the Arbitration Court on particular issues; these experts shall be and remain impartial and independent to the parties during the whole arbitration proceeding;
- b. require a party to give any case-related information or access to any case-related documents, goods, samples, property at the disposal of any such expert, as well as the possibility of inspection at sites by the experts.

20.2. The fee and expenses of any expert, appointed by the Arbitration Court, hereunder, are paid from advance payment of the expertise applicant. The ICAC may order, in final award, the faulty party to reimburse all or part of the expertise costs.

Article 21 Additional powers of the Arbitration Court

21.1. Failing the written agreement between the parties about the other, the Arbitration Court has the authorities, either by petition of one of the parties or by its own initiative, but in any case only upon giving the parties a proper opportunity to set forth their opinion:

- a. to extend or cut down any terms as provided by the Arbitration Agreement or hereunder, or even any term preliminary established by the Arbitration Court as regards the arbitration;
- b. to conduct any enquiries as may appear to the Arbitral Tribunal to be necessary or expedient, including whether and to what extent the Arbitral Tribunal should itself take the initiative in identifying the issues and ascertaining the relevant facts and the law(s) or rules of law applicable to the arbitration, the merits of the parties' dispute and the Arbitration Agreement;
- c. to bind the parties to present any document regarding any movable property or real assets, belonging to them or being under control of the parties, for examination by the Arbitration Court, as well as to any appointed by the Arbitration Court expert or counter-expert of the opposite party, approved by the Arbitration Court, as well as to allow the inspection at sites;
- d. to bind the parties to present any documents or classes of documents, that are in their possession or at their custody, which the Arbitration Court thinks appropriate for presentation in order to settle down the dispute, as well as to present the copies of these documents for examination by the Arbitration Court;
- e. to make decisions regarding the application or non-application of the statutory strict rules of proving or other rules related to admissibility, relevance or meaningfulness of any materials presented by the parties for the case, as well as regarding any facts, issues and opinions of the experts, and to make decisions as regards the time and form, in which such materials are subject to exchange between the parties and presentation to the Arbitration Court.

Article 22 Competence of the Arbitration Court

22.1. Giving the consent to the arbitration proceeding, as stipulated hereunder, the parties are treated as agreed not to address to any other court or judicial authority of any country by any decision that is within the authorities of the Arbitration Court.

22.2. The Arbitration Court is empowered to pass judgment about its competence. For this purpose, the arbitration clause that is or was made to be part of another agreement should be interpreted as an arbitration agreement, independent of another agreement.

22.3. The Respondent's plea that the Arbitration Court has no competence should be done not later than presenting the Statement of Defense; otherwise, it is considered that the Respondent refused implicitly the possibility of such statement. And like a plea by a Respondent to Counterclaim should be similarly done not later than presenting the Statement of Reply to Counterclaim. The statement that the Arbitration Court exceeds its authorities should be done immediately after the Arbitration Court expressed its intention to make the award on the issue alleged by any party to be beyond the scope of its authorities. The lack of such timely statement is treated as an irrevocable refusal of possibility to make such a statement.

22.4. The Arbitration Court makes award by application as to its competence or authorities either in a special arbitral award as regards its competence, or later, in the arbitral award by the matter of case as it thinks fit under the given circumstances.

Article 23 Interim and Conservatory Measures

23.1. The Arbitration Court is empowered in answer to petition from any party to permit interim and conservatory measures, which the Arbitration Court consider to be appropriate.

Article 24 Arbitral award

24.1. The Arbitration Court pronounces the written legally justified award in a language specified by the arbitration. The arbitral award shall state its date and official seat of the arbitration; it shall be signed by the Arbitration Court.

24.2. The Arbitration Court may pass separate arbitral awards by different issues and in different time. Such awards have the same status and the same force, as any other arbitral award passed by the Arbitration Court.

24.3. In case of amicable settlement of the dispute between the parties, the Arbitration Court may, by request of the parties, pronounce the arbitral award, ratifying this amicable agreement ("The arbitral award under the agreed conditions"), providing that such arbitral award contains an explicit statement that its pronouncement being approved by all the parties. The arbitral award decides which of the parties will be responsible for final payment of the arbitration costs, or in which proportions they will be divided between the parties. In case of need, the award states the consent of the parties about the arbitration costs distribution.

24.4. All arbitral awards are final and binding for all the parties. Giving their consent for the arbitration proceeding, as stipulated hereunder, the parties undertake to execute the arbitral award without delays.

24.5. In case of refusal of voluntary execution, the pronounced by the ICAC award will be subject to compulsory execution according to the applied laws on arbitration and the international agreements of the country where this award should be executed.

Article 25 Correction of the arbitral award and the additional arbitral awards

25.1. Within 30 days upon receipt of the arbitral award or in a shorter term, any of the parties by written notification to the Secretariat (with dispatch of corresponding copies to all parties) may refer to the Arbitration Court with request to correct any material error in the arbitral award. The Arbitration Court, if it thinks such request is justified, should make corresponding corrections within 30 days upon the application receipt; any correction is legalized in the form of decision with amendments, dated, and signed by the Arbitration Court or (in case of three arbitrators) by those arbitrators, who made the amendments.

25.2. The Arbitration Court may correct, by its own initiative, any material errors within 30 days, starting from the date of the arbitral award pronouncement.

Article 26 Arbitration costs

26.1. Upon filing the Request for Arbitration, the Claimant shall pay the registration fee, the amount of which is stipulated in the Provisions about arbitration costs of the ICAC. The Request for Arbitration is considered as submitted when the registration fee is received. The ICAC and the Arbitration Court consider the complete and immediate non-payment of the registration fee by the party, initiating claim or counterclaim as the refusal of claim or counterclaim correspondently. The paid registration fee upon the Request for Arbitration is non-refundable.

26.2. Arbitration costs include: arbitrators' fee, the administrative fee of the ICAC and the expenses for arbitrators and the ICAC, arisen in arbitration proceeding. All arbitration costs are paid to the ICAC settlement account- account of the European Arbitration Chamber. Until the administrative fee, arbitrator's fee and advance on costs are fully paid, a case in the ICAC will not be tried.

26.3. The President of the ICAC shall determine an amount of advance on costs and a time period of payment. Each party shall pay half of the advance on costs. If a party fails to make a required payment, the Secretariat shall give the other party an opportunity to pay this part within a set period of time. If the required payment is not made, the President of the ICAC shall dismiss the case in whole or in part. If the required payment is made by the other party, the Arbitration Court may, at the request of the such party, make a separate award for reimbursement of the payment. Within 8 days after the payment of the stated advance on costs, the President of the ICAC approves the composition of the Arbitration Court in accordance with paragraph 9.

26.4. If the arbitration proceeding is terminated, suspended or completed by approbation or without approbation of the parties before the final arbitral award pronouncement, the parties though take both common and separate responsibility before the Arbitration Court for the arbitration costs in amount that is defined by the ICAC according to the Provision about the arbitration fees and expenses. The final payment of arbitration costs is made before the pronouncement of the award.

Article 27 Confidentiality

27.1. Failing the explicit written agreement between the parties, the parties, composition of the Arbitration Court and the ICAC undertake to adhere to common principle of confidentiality in respect of the arbitral awards and all other materials of the arbitration proceeding, as well as any documents, provided by the opposite party during the proceeding, that are no more in public circulation.

Article 28 Exemption from liability

28.1. Neither the ICAC founder - *the European Arbitration Chamber*, nor the ICAC (including the President, Vice-president), nor the Executive Secretary, nor any employees of the Secretariat, nor any arbitrators or experts of the Arbitration Court are responsible before the parties for any actions.

28.2. After the final award is pronounced, and the terms to correct possible material error or to pronounce additional arbitral awards fell away or are exhausted , neither *the European Arbitration Chamber*, nor the ICAC (including the President, Vice-president), nor the Executive Secretary, nor any employees of the Secretariat, nor any arbitrators or experts of the Arbitration Court are obliged to make any statements to anyone by any issues relating the arbitration proceeding as well as neither of the parties should try to attract any of these persons as witnesses in any suit that may arise as a result of arbitration.

Article 29 General rules

29.1. The party which is aware that any provision of the Arbitration Agreement (including these Rules) was not observed, and though continues to participate in the arbitration proceeding, not having entered the opposition immediately against such failure to comply, is considered as irrevocably and finally refusing its right for objection.

29.2. The ICAC, the Arbitration Court, and the parties act in a spirit as stipulated herein and take all-reasonable efforts to secure that the arbitral award have a legally applicable force by all the issues not specified herein.

30. RECOMMENDED ARBITRATION CLAUSE

Future disputes

The parties, entering the contract and wishing that the disputes that may arise in the future are referred to the Arbitration Court according to the ICAC Rules, are recommended to include the following arbitration clause (words or blanks in square brackets should be removed or filled out correspondently) into the contract:

"Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) according to the Rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause.

The number of arbitrators shall be- [one / three].

The seat, or legal place, of arbitration shall be [city and/or country].

The language to be used in the arbitral proceedings shall be [___].

The governing law of the contract shall be the substantive law of [country]."

Existing disputes

If there is a dispute between the parties by the contract, and at that, there is no agreement about the dispute settlement by the proceeding between the parties, or if the parties wish to change the existing clause for the case of dispute settlement so that it provides the dispute settlement in the ICAC, the following clause is recommended for these parties (words or blanks in square brackets should be removed or filled out correspondently

"Dispute having arisen between the parties concerning [], the parties hereby agree that the dispute shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146), according to the Rules of this ICAC.

The number of arbitrators shall be- [one / three].

The seat, or legal place, of arbitration shall be [city and/or country].

The language to be used in the arbitral proceedings shall be [___].

The governing law of the contract shall be the substantive law of [country]."

International Commercial Arbitration Court
under the European Arbitration Chamber
1050 Brussels, Belgium, 146, Avenue Louise
secretary@chea-taic.be
www.chea-taic.be