

**LE TRIBUNAL D'ARBITRAGE INTERNATIONAL DE COMMERCE
AUPRES DE LA CHAMBRE EUROPEENNE D'ARBITRAGE**

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ARBITRATION RULES
of the International Commercial Arbitration Court
under the International non-profit association
"European Arbitration Chamber"
(Brussels, Belgium)

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Of all the language versions of the ICAC Arbitration Rules, the English version is considered prevailing.

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INTRODUCTORY PROVISIONS

Article 1 International Commercial Arbitration Court

1.1. The International Commercial Arbitration Court under the International non-profit association "European Arbitration Chamber" (Brussels, Belgium) (hereinafter – “the ICAC” or “the ICAC under the EAC”) is an independent permanent arbitration court, operating as provided in the Belgian Judicial Code (p.1676-1723), the Statute of the International non-profit association "European Arbitration Chamber" and administering arbitration proceedings in accordance with the Arbitration Rules of the ICAC (the Rules).

1.2. The ICAC Secretariat is located in the city of Brussels (Belgium). The official representative office of the ICAC Secretariat operates in the city of Kyiv (Ukraine).

Article 2 Definitions

In these Rules:

- (1) “EAC” means the International non-profit association “European Arbitration Chamber” (Brussels, Belgium);
- (2) “ICAC” means the International Commercial Arbitration Court under the International non-profit association “European Arbitration Chamber” (Brussels, Belgium);
- (3) “President” means the President of the International Commercial Arbitration Court under the International non-profit association “European Arbitration Chamber” (Brussels, Belgium), appointed in accordance with paragraph 4.1 of Article 4 of these Rules.
- (4) “Claimant” means one or more parties initiating arbitration;
- (5) “Respondent” means one or more responding parties;
- (6) “Request for Arbitration” means a formal written notice of the Claimant to start arbitration at the ICAC;
- (7) “Secretariat” means the ICAC Secretariat headed by the Executive Secretary of the ICAC (paragraph 4.2 of Article 4 of these Rules.
- (8) “Arbitral Tribunal” means one or more arbitrators.
- (9) “Chairperson” means the chair arbitrator if the Arbitral Tribunal is composed of more than one arbitrator.
- (10) “Online arbitration” means an arbitration proceedings using telephone and/or video conferencing, software resources and the Internet, which provide online communication between the parties, the Arbitral Tribunal and the ICAC Secretariat, as well as identification of the parties when their attendance in person is not essential;
- (11) “Official holiday” means an officially established public holiday in the country of residence or registration of the parties of the dispute and the ICAC.
- (12) “Non-working days” means Saturday and Sunday.

Article 3 The ICAC competence

3.1. If the parties have agreed to refer their dispute(s) to the ICAC for the arbitration in accordance with ICAC Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered by the ICAC in accordance with the ICAC Rules that are in effect on the date of the commencement of the arbitral proceedings.

3.2. The arbitration agreement may result from any contractual agreement, arbitration clause, compromise agreement or other written agreement regarding the resolution of a dispute in accordance with the ICAC Rules by one or more arbitrators appointed in accordance with these Rules.

3.3. If the parties have agreed to refer their disputes to the International Arbitration Court for the purpose of conducting arbitration, without specifying the name and location of such an arbitration court, then the parties shall be deemed to have agreed that such a dispute shall be conducted and administered by the International Commercial Arbitration Court (ICAC) in accordance with the ICAC Rules, that are in effect on the date of the commencement of the arbitral proceedings.

Article 4 The ICAC Administration and Secretariat

- 4.1. The ICAC President is appointed by the General Meeting of the EAC. The ICAC Vice-President is appointed by the General Meeting of the EAC from among the candidates recommended by the President of the ICAC.
- 4.2. The Secretariat is managed by the ICAC Executive Secretary and the ICAC President.
- 4.3. The Secretariat carries out the functions assigned to it in accordance with the Rules of the ICAC, as well as by the President of the ICAC or the Arbitral Tribunal.

Article 5 Notifications and Terms

- 5.1. Any notice or other communication shall be sent by any means of written communication that provide a record of the sending, such as courier service, registered letter or e-mail. Sending in electronic form and in hardcopy are sufficient for notification purposes.
- 5.2. Any notice or other communication from the Secretariat and the Arbitral Tribunal shall be made to the last known address of the party, as notified by the party in question or by the other party.
- 5.3. Once the Arbitral Tribunal is constituted and transmission of the case to the Arbitral Tribunal is made, any notification or communication, including exhibits, presented by the parties, shall be sent by each of the parties simultaneously to all the other parties and to each of the arbitrators in the manner stipulated by the Arbitral Tribunal. The Secretariat shall receive all correspondence between the Arbitral Tribunal and the parties in electronic form (required) and by registered mail/courier service (if necessary), unless otherwise specified by the Arbitral Tribunal.
- 5.4. If the party has a representative in the arbitral proceedings, any notice or other communication shall be sent to the representative, unless the relevant party requests otherwise.
- 5.5. Any notice or other communication is considered as received on the date it is delivered.
- 5.6. Any notice or communication is considered as timely notified, if it is dispatched prior to or on the date of the expiry of the time limit.
- 5.7. Time limits specified in these Rules begin to run on the next date after the date a notification or communication is deemed to have been received in accordance with paragraph 5.5 of Article 5 of these Rules.
- 5.8. If in the country in which the notification or communication is to be received, the last day of the time limit specified in these Rules is an official holiday or non-working day, the time limit shall expire at the end of the first following working day. Official holidays and non-working days that fall on the last day of the time limit specified in these Rules are deducted from the time limit. Official holidays or non-working days shall not interrupt the continuation or extend the time limit. If the last day of the time limit is an official holiday or a non-working day at the place of delivery, the time limit shall expire at the end of the next working day.
- 5.9. The President of the ICAC and the Arbitral Tribunal may extend or reduce any time limit, including the time limits for any notification or submissions between the parties, if it is justified by the circumstances.
- 5.10. After receiving the case materials, the Arbitral Tribunal specifies the main mean of communication between the Arbitral Tribunal, the parties and the ICAC Secretariat. In the event if an e-mail address of the party/parties is unknown, the Arbitral Tribunal may specify courier service or registered mail delivery as the main method of delivering of notifications and messages of the Arbitral Tribunal and the ICAC Secretariat to the parties. In this case the parties shall make an advance payment to cover postage expenses, the amount of which shall be determined by the Arbitral Tribunal and proportionally divided between the parties in accordance with paragraph 33.8 of Article 33 of these Rules.
- 5.11. After the termination of the proceedings, the ICAC Secretariat may dispose of the entire file of a case, with the exception of awards rendered in accordance with Articles 30 and 32 of these Rules.

COMMENCEMENT OF PROCEEDINGS

Article 6 Request for Arbitration

6.1. A party, wishing to commence arbitration under the ICAC Rules shall submit its Request for Arbitration to the ICAC Secretariat. A Request for Arbitration shall include:

- (1) names, surnames, corporate names, functions, addresses, telephone numbers, facsimile numbers, e-mail addresses, tax or/and VAT numbers (if any), of the parties to the arbitration and their representatives (if any);
- (2) a copy or description of the arbitration agreement or arbitration clause invoked (the Arbitration Agreement) and, where possible, a copy of the contract out of or in relation to which the dispute arises;
- (3) a short description of the nature and circumstances of the dispute and legal grounds, on which the claims are made, a preliminary statement of the relief sought and, where possible, an estimate of the monetary value of the claims. In the event of recovery of assets or monetary funds, the monetary value of the claims shall be calculated by the Claimant and is an integral part of the substantiation of the claim;
- (4) a statement of any matters regarding the conduct of the arbitration proceedings (such as the place and the language of the proceeding, and the applicable rules of law), on which the parties have already agreed or concerning which the Claimant wishes to make a proposal;
- (5) if applicable, the name, surname, address, telephone number, and e-mail address of the arbitrator, nominated by the Claimant;
- (6) proof of the payment of the registration fee at a rate stipulated in the Provisions on Arbitration Costs of the ICAC;
- (7) proof of the dispatch to Respondent of the Request for Arbitration including all accompanying documents and specification of the mode of service employed and the date of service;
- (8) if claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made.

6.2. The Request for Arbitration, including accompanying documents and exhibits, shall be submitted to the ICAC Secretariat in electronic form and in hardcopy in a number of copies sufficient to provide one copy for each arbitrator and one copy for the ICAC.

6.3. The amount of the registration fee to be paid upon filing the Request for Arbitration is stipulated in the Provisions on Arbitration Costs of the ICAC. The registration fee is non-refundable.

6.4. If the registration fee is not paid upon filing the Request for Arbitration, the Secretariat may grant a reasonable extension of the time limit for its payment. If the payment is not made by the deadline, the Secretariat shall dismiss the Request for Arbitration. This shall not prevent the Claimant from raising the same claims at a later time in another proceeding.

6.5. The decision to open arbitration proceedings shall be made by the President of the ICAC only after the Claimant complies with all the requirements in relation to the Request for Arbitration. The Secretariat shall send a notification to the parties about the commencement of the arbitration.

6.6. Arbitral proceedings are deemed to have been commenced from the moment the President of the ICAC issues a Procedural order on competence.

Article 7 Response to the Request for Arbitration

7.1. Upon receiving the Request for Arbitration and the Procedural order on competence, the Respondent shall submit a Response to the Request for Arbitration to the Secretariat within a time limit set by the President of the ICAC. President of the ICAC may extend the time limit, if it is justified by the circumstances.

7.2. The Response shall include:

- (1) name, surname, corporate name, function, address, telephone number, facsimile number, e-mail address, tax or/and VAT numbers (if any), of the Respondent and a representative of the Respondent in the arbitration (if any);
- (2) Respondent's point of view as to the Claimant's Request for Arbitration, an admission or denial of any relief sought in the Request for Arbitration;
- (3) a description of the nature and circumstances, the legal grounds of any counterclaim, a preliminary statement of the relief sought and, where possible, an estimate of the monetary value of the counterclaim;
- (4) any comments in light of the Claimant's proposals on issues regarding the conduct of the arbitration proceedings (such as the place and the language of the proceeding, and the applicable rules of law);
- (5) if applicable, the name, surname, address, telephone number, and e-mail address of the arbitrator, nominated by the Respondent;
- (6) proof of the dispatch to the Claimant of the Response including all accompanying documents and specification of the mode of service used and the date of service.

7.3. The Response to the Request for arbitration, including enclosed documents and exhibits, shall be submitted to the ICAC Secretariat in electronic form and in hardcopy in a number of copies sufficient to provide one copy for each arbitrator and one copy for the ICAC.

7.4. Failure by the Respondent to submit the Response to the Request for arbitration or counterclaim within a time period set by the President of the ICAC without good reason shall not prevent the Arbitral Tribunal from considering the case on the basis of the available materials.

7.5. If the Respondent fails to take the opportunity to submit the Response or counterclaim, it deprive him of the right to deny the claim or counterclaim in arbitration. However, if the arbitration agreement provides for the nomination of arbitrators by the parties, then failure to submit the Response or failure to nominate an arbitrator on time shall be considered as a final waiver of the possibility of nominating an arbitrator by this party. If the Respondent has not nominated an arbitrator, the President of the ICAC shall appoint the arbitrator.

7.6. Upon the receiving the Response or the counterclaim, the Claimant has the right to submit a Statement of Reply to the Response or to the counterclaim within the time limit specified by the Arbitral Tribunal. In the Statement of Reply, the Claimant sets out his explanations, reasoning and arguments regarding the objections given by the Respondent in the Response and the reasons for their admission or rejection. The Statement of Reply to the Response or to the counterclaim shall meet the requirements of the paragraph 7.2 of Article 7 of these Rules.

MULTIPLE CONTRACTS, MULTIPLE PARTIES, JOINDER, CONSOLIDATION

Article 8 Multiple Contracts

8.1. Parties may make claims arising out of or in connection with various contracts in a single arbitration.

8.2. This is the case where the parties have agreed to arbitrate under the ICAC Rules and to have their claims decided within a single set of proceedings.

8.3. The President of the ICAC shall decide whether the claims shall proceed in a single arbitration after giving a possibility to the parties to comment and having regard to whether the arbitration agreements under which the claims are made are compatible, whether the relief sought arises out of the same series of transactions, whether proceeding in a single arbitration contributes to the efficiency of the proceedings and any other relevant matters.

8.4. Where arbitration agreements concern matters that are not related to one another, it can be presumed that the parties have not agreed to have their claims decided in a single set of proceedings.

8.5. Differences in the applicable rules of law or the language of the proceedings are insufficient to create a presumption that the arbitration agreements are incompatible.

8.6. Where the President of the ICAC decides that the claims may proceed in a single arbitration, decisions whether the Arbitral Tribunal has jurisdiction over the claims shall be made by the Arbitral Tribunal.

Article 9 Multiple Parties

9.1. Arbitration proceedings may involve more than two parties if they have agreed to have recourse to arbitration under the ICAC Rules.

Article 10 Joinder

10.1. A party to the arbitration or a non-party may request the President of the ICAC that one or more additional parties to be joined in an arbitration pending under the ICAC Rules. A joinder may be allowed where a non-party has agreed to have recourse to arbitration under the ICAC Rules.

10.2. The Request for Joinder shall contain *inter alia* the following information:

- (1) the case number of the relevant existing arbitration;
- (2) names, surnames, corporate names, functions, addresses and other contact details of each party, including the additional party, and their representatives, if any;
- (3) the information specified in subparagraphs (2), (3) and (8) of paragraph 6.1 of Article 6 of these Rules.

The Request for Joinder may be accompanied by other documents and information that the party filing the Request considers appropriate or contributing to the efficient resolution of the dispute.

10.3. The provisions of paragraph 6.2-6.4 of Articles of these Rules shall apply, *mutatis mutandis*, to the Request for Joinder.

10.4. The additional party shall submit a Response in accordance with, *mutatis mutandis*, the provisions of Article 7 of these Rules.

10.5. The Arbitral Tribunal, based on the materials of the case, may involve a third party with its consent in the arbitration proceedings, in respect of whose rights an Award or a separate Procedural order may be issued. In this case, the Arbitral Tribunal grants the right to a third party to protect its rights.

Article 11 Consolidation

11.1. The President of the ICAC, at the request of a party, may decide to consolidate a new arbitration with a pending one, where:

- (1) the parties agree to consolidate; or
- (2) all the claims are made under the same arbitration agreement; or
- (3) if the claims are made under more than one arbitration agreement, they involve the same parties, the disputes arise from the same legal relationship, and the President of the ICAC considers the arbitration agreements to be compatible.

11.2. In deciding whether to consolidate, the President of the ICAC shall consult with the parties and the Arbitral Tribunal and shall take into account, *inter alia*:

- (1) the progress made in the pending arbitration and, in particular, whether one or more arbitrators have been confirmed or appointed in this arbitration;
- (2) the place of arbitration provided for in the arbitration agreements;
- (3) the efficiency of the proceedings.

11.3. When deciding to consolidate, the President of the ICAC may release any arbitrator already appointed.

11.4. If arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless all parties agree otherwise.

COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 12 General Provisions

12.1. Any arbitrator shall be and remain impartial and independent of the parties involved in the arbitration.

12.2. Before being appointed, a prospective arbitrator shall disclose any circumstances that may give rise to justifiable doubts as to his or her impartiality and independence.

12.3. Once appointed, an arbitrator shall sign a statement of acceptance, availability, impartiality and independence, disclosing any circumstances that may give rise to justifiable doubts about the arbitrator's impartiality and independence. The Secretariat shall circulate a copy of the statement among the parties and other arbitrators.

12.4. An arbitrator shall immediately disclose to the parties, other arbitrators and to the Secretariat any circumstances that may give rise to justifiable doubts as to his or her impartiality and independence that may be discovered or arise during arbitration.

12.5. By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the ICAC Rules and the Statute of the European Arbitration Chamber.

Article 13 Number of arbitrators

13.1. The parties may agree on the number of arbitrators. In the absence of the parties' agreement, the President of the ICAC shall decide whether the Arbitral Tribunal shall consist of a sole arbitrator or three arbitrators, given the circumstances of the case.

13.2. The number of arbitrators shall be odd.

Article 14 Nomination of the arbitrators by the parties

14.1. Where the Arbitral Tribunal is to consist of a sole arbitrator nominated by parties, the parties shall be given a period of 14 (fourteen) calendar days from the date of issuance of the Procedural order on competence, within which to jointly nominate the arbitrator for confirmation. If the parties fail to nominate the arbitrator within this period, the President of the ICAC shall make the appointment.

14.2. Where the Arbitral Tribunal is to consist of more than one arbitrator, each party shall nominate an equal number of arbitrators for confirmation. For this, the parties are given a period of 14 (fourteen) calendar days from the date of issuance of the Procedural order on competence. The President of the ICAC shall appoint the Chairperson. Where a party fails to nominate an arbitrator/arbitrators within the set period of time, the President of the ICAC shall make the appointment.

14.3. If the parties are of different nationalities, the sole arbitrator or the Chairperson of the Arbitral Tribunal shall be of nationality other than that of the parties, unless the parties have agreed otherwise or the ICAC President otherwise deems it appropriate.

14.4. Where there are multiple Claimants or Respondents and the Arbitral Tribunal is to consist of more than one arbitrator, multiple Claimants jointly or multiple Respondents jointly shall nominate an equal number of arbitrators. Where a party fails to nominate jointly an arbitrator/arbitrators within the set period of time, the President of the ICAC may make the appointment of the entire Arbitral Tribunal.

14.5. The arbitrators nominated by the parties shall be confirmed by the President of the ICAC. The ICAC President may appoint, confirm, or refuse to confirm nominated arbitrators, in particular, if they do not have required qualification or ability to conduct the proceedings in accordance with these Rules, or if the President of the ICAC considers that there are indications that they are not independent or impartial.

14.6. The President of the ICAC shall not confirm the composition of the Arbitral Tribunal or shall not make the relevant appointment until the arbitration costs are paid in accordance with Article 33 of these Rules.

14.7. If the arbitrator nominated by the parties is not confirmed by the ICAC President, the Secretariat of the ICAC begins his or her replacement within one month starting from the date of the parties' notification about refusal to confirm and after asking the parties for new nominations.

Article 15 Challenge to arbitrators

15.1. A party may challenge an arbitrator, if there are circumstances, that give rise to justifiable doubts regarding the arbitrator's impartiality or independence or if the arbitrator does not possess the qualifications agreed by the parties. A party may challenge an arbitrator, whom the party nominated or in whose appointment it participated, only for reasons that became known to the party after the appointment was made.

15.2. A party intending to challenge an arbitrator, shall submit to the President of the ICAC, Secretariat, members of the Arbitral Tribunal and other parties a written statement specifying the reasons of the challenge. For a challenge to be admissible, it must be submitted by a party either within 15 (fifteen) days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 15 (fifteen) days from the date when the party making the challenge was informed of the reasons on which the challenge is based. The President of the ICAC shall decide on the admissibility and the merits of the challenge after giving a possibility to the arbitrator in question, any other members of the Arbitral Tribunal and other parties to comment in writing within a reasonable period of time. Such comments shall be communicated to the parties and to the arbitrators.

15.3. If an arbitrator is challenged by a party and the other party agrees to the challenge, the President of the ICAC shall remove the arbitrator. The challenged arbitrator may also voluntarily withdraw from the office. In either case this does not imply acceptance of the validity of the grounds for the challenge.

15.4. If an arbitrator intends to resign, he or she shall notify co-arbitrators, as well as the President of the ICAC and the Secretariat, stating the reasons for his challenge. The President of the ICAC hears the parties and the co-arbitrators (if they wish) regarding the challenge of the arbitrator and the appointment of another arbitrator. After that, the President of the ICAC takes a decision to replace the arbitrator. On the basis of the arbitrator's statement to resign, the President of the ICAC invites the parties to nominate another arbitrator (arbitrators) or, in the cases specified in these Rules, appoints the arbitrator (arbitrators) himself.

Article 16 Replacement of arbitrators

16.1. An arbitrator shall be replaced upon:

- (1) death;
- (2) acceptance by the President of the ICAC of a challenge to the arbitrator under Article 15 of these Rules;
- (3) acceptance by the President of the ICAC of the arbitrator's resignation;
- (4) acceptance by the President of the ICAC of a request of all the parties;
- (5) decision of the President of the ICAC that the arbitrator is prevented *de jure* or *de facto* from performing the arbitrator's functions or that the arbitrator is not fulfilling those functions in accordance with the Rules.

16.2. In replacing an arbitrator, the President of the ICAC decides whether to follow the original nominating process. Once the Arbitral Tribunal is reconstituted and after giving a possibility to parties to comment, the Arbitral Tribunal shall determine if and to what extent the previous proceedings are to be repeated before the reconstituted Tribunal.

16.3. If the Arbitral Tribunal consists of three or more arbitrators, the President of the ICAC may decide, after giving a possibility to the parties and the arbitrators to comment, that the remaining arbitrators shall continue the arbitration. In taking the decision, the President of the ICAC shall take into account the stage of the arbitration and any other relevant matters.

ARBITRAL PROCEEDINGS

Article 17 Conduct of the arbitral proceedings

17.1. The parties may agree on the arbitration procedure to be followed by the Arbitral Tribunal, provided that the following rules are strictly observed:

- (1) the Arbitral Tribunal conducts the arbitration proceedings in a fair and impartial manner, giving each party an equal and reasonable opportunity to present its position on the subject and circumstances of the dispute;
- (2) the Arbitral Tribunal adopts procedural measures that it considers appropriate, avoids groundless delays and expenses, and conducts the arbitration proceedings in an expeditious and cost-effective manner.

17.2. In the absence of the agreement of the parties on the arbitration procedure, the Arbitral Tribunal may, subject to the law and these Rules, determine the rules of procedure applicable to the arbitration procedure in a manner that it considers appropriate.

17.3. Arbitration proceedings may be conducted using telephone and/or video conferencing, software resources and the Internet, which provide online communication between the parties, the Arbitral Tribunal and the ICAC Secretariat, as well as identification of the parties when their attendance in person is not essential. The issue of online arbitration may be initiated both by the parties to the dispute and by the Arbitral Tribunal itself. The decision on online arbitration shall be taken by the Arbitral Tribunal, about which the relevant Procedural order shall be issued.

17.4. Where the Arbitral Tribunal is to consist of more than one arbitrator, the Chairperson may make procedural rulings alone, upon prior receipt of consent of other arbitrators.

Article 18 Timetable of the arbitration process

18.1. Once the Secretariat has referred the case to the Arbitral Tribunal, the Arbitral Tribunal shall discuss with the parties and establish a timetable for the conduct of arbitration, including the date frame for making the award as well as identify procedures for the conduct of arbitration.

18.2. After discussing with the parties the timetable of the arbitration process, the Arbitral Tribunal shall issue Procedural order defining the procedures for the conduct of arbitration and the timetable. The Arbitral Tribunal shall send a copy of Procedural order to the parties and the Secretariat.

Article 19 Written statements and documents submission order

19.1. Within the time period set by the Arbitral Tribunal, the Claimant shall send to the Respondent and the Arbitral Tribunal a Statement of Claim that shall include any changes and amendments to the previously submitted Request for Arbitration, and unless previously submitted:

- (1) a statement of facts supporting the claim;
- (2) the legal grounds supporting the claim;
- (3) the relief claimed.

19.2. Within the time period set by the Arbitral Tribunal, the Respondent shall send to the Claimant and the Arbitral Tribunal a Statement of Defense that shall include any changes and amendments to the previously submitted Response, and unless previously submitted:

- (1) a statement of facts supporting the defense to the Statement of Claim;
- (2) the legal grounds supporting the defense;
- (3) the relief claimed;
- (4) any counterclaim or set-off and the grounds on which it is based.

19.3. Within the time limits set by the Arbitral Tribunal, the Claimant shall send to the Respondent and the Arbitral Tribunal a Response to the Counterclaim specifying:

- (1) a statement of facts supporting the defense to the counterclaim;
- (2) the legal grounds supporting such defense;
- (3) the relief claimed.

19.4. The Arbitral Tribunal may allow or order the parties to submit additional written submissions. The Arbitral Tribunal shall fix the time limits for communicating such submissions.

19.5. All written submissions referred to in this Article shall be accompanied by as many copies of all supporting documents, which have not previously been submitted by any party as the number of arbitrators, plus one copy for the Secretariat of the ICAC.

19.6. The Arbitral Tribunal shall proceed within as short time as possible to examine the case by all appropriate means.

19.7. Failure by the Respondent to submit the Statement of Defense shall not prevent the arbitration from proceeding.

19.8. The hearings are held upon a request of a party or if the Arbitral Tribunal deems it appropriate according to Article 24 of these Rules.

19.9. At any moment before the close of the proceedings pursuant to paragraph 19.10 of Article 19 of these Rules any party may amend its claim, defense, counterclaim or set-off as long as its amended case still falls within the scope of the arbitration agreement and the Arbitral Tribunal considers it appropriate to allow such amendment taking into account the delay in making it and any other relevant circumstances.

19.10. When the Arbitral Tribunal considers that the parties have had a reasonable opportunity to present their case, it shall declare the arbitration proceedings closed.

Article 20 Seat of arbitration

20.1. The parties may agree on the seat of arbitration. Unless agreed upon by the parties and unless the President of the ICAC decides that another place is more appropriate, the seat of arbitration is Brussels (Belgium).

20.2. The Arbitral Tribunal may hold hearings and meetings at any geographically suitable place agreed upon by the parties.

20.3. When the hearings and meetings are held in any place other than the seat of the arbitration (Brussels, Belgium), the arbitral proceedings and arbitral award are deemed to have taken place and been rendered at the seat of arbitration.

20.4. Procedural law applicable to the arbitral proceedings is the law of the seat of arbitration, unless parties have agreed in writing to apply another law and unless such agreement is not forbidden by the law of the seat of arbitration.

20.5. In the event that the hearings and meetings are held in online mode in accordance with paragraph 17.3 of Article 17 of these Rules, Brussels (Belgium) is considered as the seat of arbitration, unless the parties have agreed otherwise.

Article 21 Language of arbitration

21.1. Parties may determine the language of arbitration. Unless agreed otherwise by the parties, the Arbitral Tribunal shall determine the language of arbitration taking into account the circumstances of the case, particularly the language of the contract.

21.2. If any document is submitted in a language, other than the language of arbitration, and a party, submitting this document did not provide its translation, the Arbitral Tribunal, or if the Tribunal has not been constituted, the ICAC, may order this party to present a translation in a form specified by the Arbitral Tribunal or the President of the ICAC.

Article 22 Applicable law

22.1. The Arbitral Tribunal shall decide the merits of the dispute on the basis of the law or rules of law agreed upon by the parties. In the absence of such agreement, the Arbitral Tribunal shall apply the law or rules of law that it considers to be most appropriate, by giving due consideration to the provisions of the parties' contract, if any, and to any relevant trade usages.

22.2. Any specification by the parties of the law of a particular state shall be regarded as a reference to the substantive law of that state, not to its conflict of laws rules.

Article 23 Representatives of the parties

23.1. In the arbitral proceedings, the parties may be represented or advised by persons of their choice.

23.2. The Arbitral Tribunal may at any time request evidence that the party representative has the authority to represent the party.

Article 24 Hearings

24.1. The Arbitral Tribunal may decide the case solely on the basis of the documents submitted by the parties, unless the parties or one of them requests a hearing.

24.2. The Arbitral Tribunal shall, after consultation with the parties, set the date, time and place of any hearing or meeting and shall give all parties a reasonable notice.

24.3. The Arbitral Tribunal may send to the parties prior to the hearing, the list of questions to which it would like them to provide their answers.

24.4. Unless otherwise agreed by the parties, hearings are held in private and any recordings, transcripts, or documents used in relation to the arbitral proceedings remain confidential.

24.5. If any of the parties fails to appear, the Arbitral Tribunal, having checked that the summons was duly received by the party and that there is no valid excuse for its absence, shall be empowered to proceed with the hearing and make the award based on the submissions and evidence before it.

24.6. If requested by a party and if the Arbitral Tribunal deems it appropriate, the minutes of the hearing shall be prepared. The Arbitral Tribunal may decide that the minutes may be replaced, completely or partially, by an audio or video-recording.

24.7. If parties are unable to attend the hearings in person, they may be held by electronic means of communication, according to the paragraph 17.3 of Article 17 of these Rules.

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

Article 25 Witnesses

25.1. Before the hearing, the Arbitral Tribunal may require the parties to provide information about the identity of witnesses they intend to invite to proceedings, the subject matter of their testimony, and its relevance to the matter of arbitral proceedings.

25.2. The Arbitral Tribunal may set time and form, in which such materials should be provided to the Tribunal and the other party, as well as, at its own discretion, permit, decline or limit the appearance of the witnesses to give oral evidence at the hearing.

25.3. Any party may request that a witness, whose testimony the opposite party relies on, attend the hearing for oral examination. If the Arbitral Tribunal deems it appropriate, it will call the witness to attend the hearing. If the witness, called by the Arbitral Tribunal, fails to appear for oral examination without a valid ground, the Arbitral Tribunal may place such importance on the written testimony, as it considers fit, or may exclude such written testimony altogether.

25.4. Any witness, who gives oral testimony at the hearing, may be questioned by any party under the supervision of the Arbitral Tribunal. The Arbitral Tribunal may pose questions at any time during the oral testimony.

25.5. In written testimony of witnesses it should be stated that the witness has been warned of criminal liability for knowingly false testimony.

Article 26 Experts appointed by the Arbitral Tribunal

26.1. Failing a written agreement between the parties to the contrary, the Arbitral Tribunal may:

- (1) upon consultation with the parties, appoint one or more experts to report to the Arbitral Tribunal on particular issues;
- (2) require a party to provide an expert with any relevant information or access to any relevant documents, goods, samples, or property for inspection.

26.2. An expert shall submit a written report to the Arbitral Tribunal. The Tribunal shall send a copy of the report to the parties and invite them to provide written comments on it.

26.3. At the request of any party and if the Tribunal deems it necessary, an expert after delivery of the written report shall participate in a hearing at which the parties shall have the opportunity to interrogate the expert (experts) regarding the subject of the expertise. Attendance of the expert at the arbitration hearings in person shall be paid by the party that initiates such attendance.

26.4. The fees and expenses of any expert appointed by the Arbitral Tribunal are paid from the arbitration costs of the expertise applicant. The ICAC may order in the final award the losing party to reimburse all or part of the expertise costs.

Article 27 Competence of the Arbitral Tribunal

27.1. If any party objects to the validity or existence of the arbitration agreement or to the competence of the ICAC to administer an arbitration, before the Arbitral Tribunal is constituted, the Secretariat shall determine if such objection shall be referred to the ICAC President. If the Secretariat so determines, the ICAC President shall decide if it is *prima facie* satisfied that the arbitration shall proceed. The arbitration shall be terminated if the ICAC President is not so satisfied. Any decision by the ICAC President that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

27.2. The Arbitral Tribunal has the power to rule on its own jurisdiction, including any objections in respect of the existence, validity or scope of the arbitration agreement. An arbitration agreement that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration agreement.

27.3. Any objection that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in a Statement of Defense. A party is not precluded from raising such an objection by the fact that it has nominated or participated in the nomination of an arbitrator. Any objection that the Arbitral Tribunal exceeds the scope of its jurisdiction shall be raised as soon as the matter alleged to be beyond the scope of the Tribunal's jurisdiction arises during the arbitral proceedings. In either case, the Arbitral Tribunal may admit a later objection if it considers the delay justified.

27.4. The Arbitral Tribunal may rule on an objection either as a preliminary question or in an award on the merits.

Article 28 Interim Measures

28.1. The Arbitral Tribunal may, at the request of a party, grant any interim measure it deems appropriate.

28.2. The Arbitral Tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party.

28.3. An interim measure shall take the form of the Procedural order or an award, as the Arbitral Tribunal considers appropriate.

28.4. A request for interim measures made by a party to a judicial authority is not incompatible with the arbitration agreement or with these Rules.

Article 29 Expedited Procedure

29.1. The Expedited Procedure Rules set forth in this Article shall apply where any of the following criteria is satisfied:

- (1) the amount in dispute does not exceed the equivalent amount of 100.000 (one hundred thousand) EUR, representing the aggregate of the claim, counterclaim and any defense of set-off;
- (2) the parties so agree; or
- (3) in cases of exceptional urgency.

29.2. By agreeing to arbitration under these ICAC Rules, the parties agree that where arbitral proceedings are conducted in accordance with this Article. The rules and procedures set forth in this Article shall take precedence over any contrary terms of the arbitration agreement.

29.3. Upon receipt of the Response to the Request for Arbitration pursuant to Article 7 of these Rules, or upon expiry of the time limit for the Response or at any relevant time thereafter, the Secretariat shall inform the parties that the Expedited Procedure Rules shall apply in the case.

29.4. Where the arbitral proceedings are to be conducted in accordance with the Expedited Procedure Rules, the following procedure shall apply:

- (1) the Secretariat and the Arbitral Tribunal, once it is constituted, may shorten any time limits under these Rules;
- (2) the case shall be handled by a sole arbitrator, unless the President of the ICAC decides otherwise;
- (3) after consulting the parties, the Arbitral Tribunal may determine whether the dispute is to be decided solely on the basis of the documents submitted by the parties, without any hearing, examination of witnesses or experts;
- (4) the final award is to be made no more than six months from the date the Arbitral Tribunal is constituted; the Arbitral Tribunal, however, may extend the time limit for making the final award in exceptional circumstances.

AWARDS

Article 30 Arbitral award

30.1. Where the Arbitral Tribunal consists of more than one arbitrator, an award or any other decision shall be made by a simple majority of arbitrators or, failing the majority, by the Chairperson.

30.2. The Arbitral Tribunal shall make its award in writing and shall state the reasons upon which the award is based. The arbitral award shall state its date and the seat of arbitration. The award shall be signed by the Arbitral Tribunal. Where the Arbitral Tribunal consists of more than one arbitrator and an arbitrator fails to sign the award, the signatures of the simple majority of the arbitrators or, failing a majority, of the Chairperson shall suffice, provided that the reason for the omission of any signature is indicated in the award.

30.3. Unless otherwise agreed by the parties, the Arbitral Tribunal may decide separate issues or parts of the dispute in separate awards at different times.

30.4. If during the arbitral proceedings the parties reach a settlement, the Arbitral Tribunal may, at the request of the parties, make a consent award recording the settlement. If the parties do not request a consent award, the parties shall inform the Arbitral Tribunal that a settlement has been reached, following which the Tribunal shall be discharged and the arbitration concluded upon settlement of the arbitration costs, if any.

30.5. The arbitral award is final and binding on the parties from the moment it is rendered. The arbitral award is not subject to appeal. By agreeing to arbitrate in accordance with these Rules, the parties undertake to enforce any arbitral award without delay.

30.6. In case of refusal of voluntary enforcement, the award rendered by the Arbitral Tribunal may be subject to enforcement in accordance with the applicable arbitration laws and international agreements of the country where the award is to be enforced.

Article 31 Correction and interpretation of an arbitral award

31.1. Within 30 days upon receipt of the arbitral award, any party may by written notification to the Arbitral Tribunal (and with notice to all other parties) request the Tribunal to correct any clerical, typographical or computational error in the arbitral award or provide an interpretation of a specific point or part of the award. If the Arbitral Tribunal considers such request to be justified, and after giving all parties an opportunity to comment on the request, it shall make the correction or provide the interpretation within 30 days of receiving the request. Any correction made in the original award or in a separate order shall constitute part of the award.

31.2. The Arbitral Tribunal may correct, on its own initiative, any error of the type referred to in paragraph 31.1 of Article 31 of these Rules within 30 (thirty) days of the date of the arbitral award.

31.3. Any correction or interpretation of an award shall be in writing and shall comply with the requirements of Article 30 of these Rules.

Article 32 Additional award

32.1. Within 30 days upon receipt of the arbitral award, any party may by written notification to the Arbitral Tribunal (and with notice to all other parties) request that the Tribunal make an additional award on claims presented in the arbitration but not determined in the award. If the Tribunal considers the request justified (and after giving other parties an opportunity to comment on the request), it shall make the additional award within 30 (thirty) days after receipt of the request.

COSTS

Article 33 Arbitration costs

33.1. Upon filing the Request for Arbitration, the Claimant shall pay the registration fee in accordance with paragraph 6.3 of Article 6.3 of these Rules.

33.2. The arbitration costs include the fees of the Arbitral Tribunal, the administrative fee of the ICAC and the expenses of the Arbitral Tribunal and the ICAC. All arbitration costs are paid to the account of the European Arbitration Chamber. The arbitration costs shall be fixed by the Secretariat on the basis of the amount in dispute, according to Provisions on arbitration costs of the ICAC in effect on the date of the commencement of the arbitration.

33.3. The Arbitral Tribunal may adjust the amount of the arbitration costs during the proceedings if it becomes apparent that the scope of the dispute is greater than originally considered.

33.4. The President of the ICAC or the Arbitral Tribunal shall determine an amount of arbitration costs and a time period for the payment. Each party shall pay half of the arbitration 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 determined period of time. If the payment is not made within that time, the Secretariat shall dismiss the case in whole or in part. If the required payment is made by the other party, the Arbitral Tribunal may, at the request of that party, make a separate award for reimbursement of the payment. After the payment of the arbitration costs, the President of the ICAC confirms the nomination of arbitrator(s) and appoints the Arbitral Tribunal in accordance with Article 14 of these Rules.

33.5. Where the amount in dispute is not quantifiable at the time the payment of the arbitration costs is due, the President of the ICAC shall make a provisional estimate of the arbitration costs, taking into account the nature of the controversy and the circumstances of the case. The estimate may be adjusted in light of the information that may subsequently become available.

33.6. The parties are jointly and severally liable for the costs of the arbitration. A party is free to pay the whole of the arbitration costs if the other party fails to pay its share.

33.7. Before making the final award, the Arbitral Tribunal shall inquire whether the Secretariat considers it necessary to adjust the arbitration costs in light of the greater scope of the dispute than originally considered. If it is necessary to adjust the amount of the arbitration costs, the Arbitral Tribunal issues an interim order, in which it proportionally divides the arbitration costs to be paid between the parties. The Arbitral Tribunal shall include in the final award the arbitration costs as finally determined by the Secretariat and paid by the parties.

33.8. In the event that the Arbitral Tribunal, based on the circumstances of the case, specifies courier service or registered mail delivery as the main method of delivering correspondence to the parties in the arbitration proceedings, in this case, the Arbitral Tribunal determines the amount of the advance payment to cover postage expenses, proportionally dividing this amount between the parties and determining the time period for payment.

Article 34 Party costs

34.1. Party costs are expenses of the parties like costs for legal representation and costs relating to the presentation of evidence by experts. The Arbitral Tribunal may in the final award, at the request of a party, order one party to pay any reasonable costs incurred by another party, taking into account the outcome of the case, each party's contribution to the efficiency of the arbitration process and any other relevant information.

MISCELLANEOUS

Article 35 Confidentiality

35.1. Unless it has been agreed otherwise by the parties or there is a legal obligation to disclose, the ICAC, the Arbitral Tribunal, the parties, and any person appointed by the Tribunal, including any expert shall at all times treat all matters relating to the arbitration proceedings and the award as confidential. Matters that need to be treated as confidential include the existence of the proceedings, evidence, documents produced by the parties, other materials in the arbitral proceedings, the award, but exclude any matters that are otherwise in the public domain.

35.2. The Arbitral Tribunal has the power to take measures, including to issue an Order or Award for sanctions, if a party violates the provisions of this Article.

Article 36 Exemption from liability

36.1. The ICAC founder – the European Arbitration Chamber, the ICAC (including the President, Executive Secretary, and any employees of the Secretariat), any arbitrator, any person appointed by the Arbitral Tribunal, including any expert, shall not be liable to any person for any negligence, act or omission, except in the case of fraud, in connection with any arbitration administered by the ICAC in accordance with these Rules.

36.2. The ICAC, including the President, Executive Secretary, and any employees of the Secretariat, any arbitrator, any person appointed by the Arbitral Tribunal, including any expert, shall not be obliged to make any statement in relation to any arbitration administered by the ICAC in accordance with these Rules. No party shall seek to make the President, Executive Secretary, and any employees of the Secretariat, any arbitrator, any person appointed by the Arbitral Tribunal, including any expert, act as a witness in any legal proceedings relating to any arbitration administered by the ICAC in accordance with these Rules.

Article 37 Waiver

37.1. A party that proceeds with the arbitration without objecting to any failure to comply with the arbitration agreement, these Rules or other rules applicable to the proceedings, shall be deemed to have waived its right to object to such failure.

Article 38 General Rules

38.1. The ICAC, the Arbitral Tribunal and the parties shall act in an efficient manner throughout the arbitration proceedings.

38.2. In matters not expressly provided for in these Rules, the ICAC, the Arbitral Tribunal and the parties shall act in the spirit of these Rules and shall make every effort to ensure that any award is legally enforceable.

Article 39 Recommended arbitration clause

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

“Any dispute arising out of or in connection with this contract, including disputes relating to its validity, breach, termination or nullity, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels) 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]”.

In the event that the parties involved are not natural persons of Belgian nationality or legal persons, having its registered office in Belgium, within the meaning of Article 1718 of the Belgian Judicial Code, they may also stipulate the following: “The parties expressly exclude any application for setting aside the Arbitral Award”.

39.2. 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 under the EAC, the following clause is recommended for these parties (words or blanks in square brackets should be removed or filled out correspondently):

“The parties hereby agree that the dispute having arisen between the parties concerning [____], shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels), 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]”.

In the event that the parties involved are not natural persons of Belgian nationality or legal persons, having its registered office in Belgium, within the meaning of Article 1718 of the Belgian Judicial Code, they may also stipulate the following: “The parties expressly exclude any application for setting aside the Arbitral Award”.

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