INTERNATIONAL COMMERCIAL ARBITRATION COURT (ICAC) AND MARITIME ARBITRATION COMMISSION (MAC) AT THE RUSSIAN FEDERATION CHAMBER OF COMMERCE AND INDUSTRY

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I. BASIC INFORMATION

A. History and Background of the Institution

This review is about the rules of two of the most prominent arbitral institutions in the Russian Federation: the International Commercial Arbitration Court ("ICAC") and the Maritime Arbitration Commission ("MAC") both of which are under the aegis of the Chamber of Commerce and Industry of the Russian Federation ("RF Chamber"). The ICAC and the MAC are located in the very centre of Moscow, close to the Red Square and Kremlin.

The ICAC is Russia's leading institutional arbitration forum. The predecessor of the ICAC, the Foreign Trade Arbitration Commission, was founded in 1932 and was the second institutional arbitration

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forum established in the USSR after the MAC, which was established in 1930.

The ICAC and MAC are attached to the RF Chamber which is the oldest business association in the country. RF Chamber is a member of many international organizations and has unique, historically developed contacts all over the world.[1] This contributes to the international recognition of the ICAC. Annually the ICAC administers about 250–300 international commercial arbitrations involving parties from 40–50 jurisdictions.[2]

The ICAC and MAC are the only two arbitral institutions in Russia to have their legal status regulated by Annexes 1 and 2 to Russian Federation Law No. 5338-1 of 7 July 1993 On International Commercial Arbitration ("Law On ICA").[3]

The ICAC and MAC rules previously in force were adopted by the RF Chamber in 2006 and had been applied for over ten years, until new rules were enacted under RF Chamber Orders No. 5 and 6 of 11.01.2017 (Annex 1). The new rules came into force on 27 January 2017 and are applicable to all proceedings commencing after that date.

Russia has introduced a new legislative regime for domestic and international arbitrations, in force since September 2016.[4] The applicant must meet certain requirements, in particular, its rules must comply with the federal statute, and the institution needs to show a satisfactory reputation and capability of ensuring a high level

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[1] 'ТПП РФ сегодня' ('CCI of the Russian Federation today') https://tpprf.ru/ru/about/ accessed 20 August 2019.

[2] 'В Челябинске открыто Отделение Международного коммерческого арбитражного суда при ТПП РФ' ('A branch of the International Commercial Arbitration Court at the Russian CCI has been opened in Chelyabinsk') https://mkas.tpprf.ru/ru/news/v-chelyabinske-otkryto-otdelenie-mezhdunarodnogo-kommercheskogo-arbitrazhnogo-suda-pri-tpp-rf--i293106/ accessed 20 August 2019.

[3] The Law of the Russian Federation No 5338-1 dated 07.07.1993 "On International Commercial Arbitration" (with amendments dated 29 December 2015). The Law on ICA is based on the UNCITRAL Model Law, with some minor changes.

[4] The Federal Law No 382-FZ dated 29 December 2015 "On Arbitration (Arbitral Proceedings) in the Russian Federation" ("the Law on Arbitration"). The latter law mostly regulates domestic arbitral proceedings; Law On ICA (as amended).

of organisation and financial support.[5] Consequently under current arbitration legislation, such authorization is as a general rule required. However, both arbitral institutions established long ago are exempt from it: the ICAC and MAC. The rationale behind that is clear: the authorization regime was introduced in 2016 to ensure a high quality of arbitration. The regulation targeted numerous arbitration courts, some with a dubious reputation, established in Russia in the last two decades. Therefore, it made no sense to subject the "old" reputed arbitral institutions to such a regime.

The ICAC may now consider a broad range of disputes, including both international and domestic. It adopted separate sets of rules for international commercial disputes ("ICAC Rules"), domestic, sport-related and corporate disputes. Apart from that, it issued new rules for administering ad hoc arbitrations.

The following disputes referable to the ICAC shall be settled in international commercial arbitral proceedings in accordance with the Rules: disputes arising out of contractual or other civil law relationships connected with foreign trade and other kinds of international business, including disputes involving individuals, where the place of business of at least one of the parties, or any place where the significant part of obligations arising out of relationships between the parties is to be performed, or the place with which the subject matter of the dispute is most closely connected is located abroad, and also disputes relating to foreign investments in the territory of the Russian Federation or Russian investments abroad (§ 2(1) of the ICAC Regulations on organizational principles of activity).

Most frequently disputes considered by the ICAC tribunals arise out of commercial contracts of sale of goods, services, works, and lease.

The MAC administers arbitration of disputes arising out of contractual or other civil law relationships in the area of commercial shipping irrespective of whether or not the parties fall under both Russian Federation and foreign jurisdiction, or exclusively under Russian Federation or foreign jurisdiction. For instance, disputes referred to MAC may concern vessel chartering, maritime transportation, and mixed transportation (river-sea); maritime towing of vessels and other floating objects; maritime insurance and reinsurance (§ 1(1) of the MAC Rules).

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[5] *See* a detailed overview here: Alexei Kostin, Dmitry Davydenko, 'Arbitration in Russia' in Kaj Hober, Yarik Kryvoi (eds.) '*Law and Practice of International Arbitration in the CIS Region*', Kluwer Arbitration. 2017, 255 – 310.

Most frequently disputes considered by the ICAC tribunals arise out of maritime insurance contracts and vessel chartering.

Arbitral awards and orders may be published with the consent of the ICAC and MAC Presidiums on the condition that the names of the parties and other identifying information that may impair the legitimate interests of the parties are removed from the text of the awards (§ 46 (4) and § 42 "Confidentiality" respectively of the ICAC and MAC Rules).

Most interesting ICAC and MAC awards, as well as courts' judgments on their enforcement or setting aside, are published and commented in different formats in Russia and abroad.[6] Many ICAC awards have been published in the *Practice of the International Commercial Arbitration Court at the Russian Federation Chamber of*

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[6] Major sources of publication of the ICAC awards include:

- 'КонсультантПлюс' ('ConsultantPlus') – Russian law database (accessible for a fee);
- 'Вестник международного коммерческого арбитража' ('The International Commercial Arbitration Review') http://arbitrationreview.ru/praktika-mkas-i-mak accessed 20 August 2019;
- Практика МКАС при ТПП РФ: 2004–2016. К 85-летию МКАС (на основе анонимизированных материалов из журналов 'Международный коммерческий арбитраж' и 'Вестник международного коммерческого арбитража') / Науч. ред. и сост.: А.Н. Жильцов, А.И. Муранов; Предисл.: А.С. Комаров; Ред.: П.Д. Савкин; МКАС при ТПП РФ; ИЦЧП им. С.С. Алексеева при Президенте РФ; Каф. межд. частн. и гражд. права им. С.Н. Лебедева МГИМО МИД РФ. – М.: Ассоциация исследователей международного частного и сравнительного права, 2017. – 1565 с.

('Practice of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation: 2004-2016. In Commemoration of the 85th Anniversary of the ICAC (Based on Anonymized Materials from International Commercial Arbitration and International Commercial Arbitration Review Journals)') / Academic Editors and Compilers: Alexey Zhiltsov, Alexander Muranov; Foreword: Alexander Komarov; Editor: Pavel Savkin; International Commercial Arbitration Court (ICAC) at the Chamber of Commerce and Industry of the Russian Federation; Alekseev Private Law Research Centre at the President of the Russian Federation; Department of Private International and Civil Law Named in Memory of Sergei Lebedev of the Moscow State Institute of International Relations (MGIMO) at the Ministry of Foreign Affairs of the Russian Federation. – Moscow: Association of Private International and Comparative Law Studies (2017) –1565 p.

Commerce and Industry (Практика Международного коммерческого суда при Торгово-промышленной палате Российской Федерации), edited by Professor Michael G. Rosenberg.

Similar reports *From the Practice of the Maritime Arbitration Commission at the Russian Federation Chamber of Commerce and Industry* (Из практики Морской арбитражной комиссии при Торгово-промышленной палате Российской Федерации) contain published awards of the MAC.

Since 2019 RF Chamber is also publishing a journal "Commercial arbitration" which, in particular, contains extracts from selected ICAC and MAC awards with professional commentaries.[7]

More information can be found on the ICAC's official website (http://mkas.tpprf.ru/en/) and MAC's official website (http://mac.tpprf.ru/en/), which contain the rules, in both Russian and English as well as other relevant documents.

B. Model Clauses

The ICAC model clauses for international commercial disputes are:

1. **The arbitration agreement recommended for inclusion into contracts (agreements) as an arbitration clause or as a separate arbitration agreement:**

   "Any dispute, controversy or claim which may arise out of or in connection with the present contract (agreement) [***in case a separate arbitration agreement is concluded a particular contract (agreement) is to be indicated***], or the entering into force, conclusion, alteration, execution, breach, termination or validity thereof, shall be settled by arbitration at the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its applicable regulations and rules.

   An arbitral award shall be final for the parties.*

   It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in

[7] 'Коммерческий арбитраж' ('Commercial arbitration'). 1st issue published in March 2019. *See* https://mkas.tpprf.ru/ru/news/vstrechayte-pervyy-nomer-zhurnala-tpp-rf-kommercheskiy-arbitrazh--i294297/ accessed 20 August 2019.

connection with the issuance by the arbitral tribunal of a separate order on existence of jurisdiction as a matter of preliminary nature*".

2. The arbitration agreement recommended for use in case the legal relationship with respect to which it is concluded is not of a contractual nature:

> "Any dispute, controversy or claim which may arise out of or in connection with [***a particular legal relationship of a non-contractual nature is to be indicated***] shall be settled by arbitration at the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its applicable regulations and rules.
>
> An arbitral award shall be final for the parties.*
>
> It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in connection with the issuance by the arbitral tribunal of a separate order on existence of jurisdiction as a matter of preliminary nature*".

**** - Texts of additionally recommended direct agreements.***

> The MAC model clause is shorter and reads as follows:
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> "Any dispute which may arise out of or in connection with the present contract shall be settled by the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation in accordance with its rules".

C. Arbitrators

Both the ICAC and the MAC have extensive lists of arbitrators who could be chosen by the parties to adjudicate their case.[8]

The recommended ICAC list of arbitrators for international commercial disputes includes many prominent academics and experienced legal practitioners.[9] The list openly published at the ICAC website contains information about the age, education of the arbitrators, their knowledge of foreign languages, etc. If additional

[8] International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation. List of Arbitrators https://mkas.tpprf.ru/en/Arbitrators/ accessed 20 August 2019.

[9] List of Arbitrators http://mkas.tpprf.ru/en/Arbitrators/ accessed 20 August 2019.

information about potential arbitrators is needed, it is possible to contact the ICAC Secretariat to obtain it.[10]

Many arbitrators on the list of arbitrators for international commercial disputes have command of several languages.[11] A practice to conduct arbitral proceedings in English has existed for many years.[12] Indeed there are numerous non-Russian nationals on the list: roughly 50 out of approximately 150 arbitrators.[13]

Female arbitrators currently constitute about 25 % of the list.[14]

The recommended MAC list of arbitrators now contains about 40 persons including prominent legal academics, maritime law practitioners, sea masters, and is in process of expansion.[15]

Both the ICAC Rules and MAC Rules also provide the option of choosing an arbitrator who is not on the list, provided that he/she

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[10] Contacts http://mkas.tpprf.ru/en/contacts/ accessed 20 August 2019.

[11] List of Arbitrators http://mkas.tpprf.ru/en/Arbitrators/ accessed 20 August 2019.

[12] Практика МКАС при ТПП РФ: 2004–2016. К 85-летию МКАС (на основе анонимизированных материалов из журналов 'Международный коммерческий арбитраж' и 'Вестник международного коммерческого арбитража') / Науч. ред. и сост.: А.Н. Жильцов, А.И. Муранов; Предисл.: А.С. Комаров; Ред.: П.Д. Савкин; МКАС при ТПП РФ; ИЦЧП им. С.С. Алексеева при Президенте РФ; Каф. межд. частн. и гражд. права им. С.Н. Лебедева МГИМО МИД РФ. – М.: Ассоциация исследователей международного частного и сравнительного права, 2017. – 1565 с.

('Practice of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation: 2004-2016. In Commemoration of the 85th Anniversary of the ICAC (Based on Anonymized Materials from International Commercial Arbitration and International Commercial Arbitration Review Journals)') / Academic Editors and Compilers: Alexey Zhiltsov, Alexander Muranov; Foreword: Alexander Komarov; Editor: Pavel Savkin; International Commercial Arbitration Court (ICAC) at the Chamber of Commerce and Industry of the Russian Federation; Alekseev Private Law Research Centre at the President of the Russian Federation; Department of Private International and Civil Law Named in Memory of Sergei Lebedev of the Moscow State Institute of International Relations (MGIMO) at the Ministry of Foreign Affairs of the Russian Federation. – Moscow: Association of Private International and Comparative Law Studies (2017) – P. 86, 92, 273, 316, 550.

[13] This can be deduced from the List of Arbitrators http://mkas.tpprf.ru/en/Arbitrators/ accessed 20 August 2019.

[14] This can be deduced from the List of Arbitrators http://mkas.tpprf.ru/n/Arbitrators/ accessed 20 August 2019.

[15] http://mac.tpprf.ru/en/Arbiters/ accessed 20 August 2019.

has the requisite specialised knowledge in settling disputes within the jurisdiction of the ICAC or the MAC, as applicable (*e.g.,* §3(1) of the ICAC/MAC Regulations on organizational principles of activity).

In the ICAC and MAC proceedings each party when making an appointment can nominate a reserve arbitrator who will step in if the chosen arbitrator is unable to act (§16(10) of the ICAC Rules).

As a general rule, cases submitted to the ICAC are heard by a panel of three arbitrators (§16(2) of the ICAC Rules).

Cases pending before the MAC are usually resolved by two arbitrators. If they cannot arrive at a unanimous decision, a third arbitrator is appointed (§15(7) of the MAC Rules).

According to §15(8) of the ICAC Rules and §15(8) of the MAC Rules, in multi-party arbitrations respondents and claimants must agree among themselves on the arbitrator, and if they fail to do so an arbitrator is appointed by the Presidium of the respective arbitral institution.

The parties may agree on the tribunal appointment procedure. This approach is embodied in §16(1) of the ICAC Rules and in §15(1) of the MAC Rules, which stipulates that the tribunal is to be appointed according to the procedure specified in the rules, unless the parties agree otherwise.

D. Costs, Fees and Other Service Charges

For ICAC and MAC proceedings the issue of the cost of the arbitration is governed, *inter alia*, by the respective schedule of arbitration costs (the "ICAC Costs Schedule", the "MAC Costs Schedule").

Usually costs in the context of arbitration are divided into two broad categories: arbitration fees and legal costs.

However, taking into account the complexity of a case, multiple claims or participants to the proceedings, and significantly higher costs of the proceedings in time and money, the ICAC/MAC Presidium may, if requested so by the arbitral tribunal, issue an order for the amount of the arbitration fee to be increased (§5(6) of the ICAC Costs Schedule and 4(5) of the MAC Costs Schedule).

Vice versa, the Presidium may order the arbitration fee to be reduced in different instances taking into account the circumstances of a particular case (§6 of the ICAC Costs Schedule and §5 of the MAC Costs Schedule).

Both Rules provide that the claimant shall pay a registration fee for a statement of claim at the moment of its filing. The claim shall

not be deemed filed before the registration fee is paid (§8(1) of the ICAC Costs Schedule and §9(1) of the MAC Costs Schedule).

Where a statement of claim relating to international commercial arbitration is filed at the ICAC the registration fee is equivalent to U.S. Dollars 1,000. If a claim relating to merchant shipping is filed at MAC, a registration fee is equivalent to $500 case (§2 of both Costs Schedules).

The arbitration fee in also payable in advance in accordance with the Costs Schedule (§1(5) of both Rules). The scale of the ICAC arbitration fees is regressive: that is, the larger amount of claim is, the smaller percentage of it constitutes the fee. In MAC, for historical reasons, the scale is rigid: 3 % of the amount of claim, regardless of its amount.

Arbitration fee cover costs which include arbitrators' fees; organizational, material-technical and other costs of the arbitral proceedings; fees of the ICAC President, the ICAC Vice-President, members of the Presidium, members of Nomination Committee and of a reporter (§1(5) of both Costs Schedules).

Both parties or either of them may be required to deposit an advance for the additional costs of the arbitral proceedings (§ 9 of the ICAC Costs Schedule, (§ 8 of the MAC Costs Schedule).

If a party appoints an arbitrator residing permanently beyond the place of the hearings, that party shall be required to deposit an advance for the costs of the participation of such arbitrator in the proceedings (travel expenses, accommodation, visa, and other expenses related to taking part in resolving a dispute at the ICAC). Failing deposit of the required advance within the fixed period of time, the party shall be deemed to have waived its right to appoint an arbitrator, and an arbitrator shall be appointed for the party according to the procedure established in the Rules of arbitration for specific types of disputes. If such person chairs the arbitral tribunal, the advance for the costs of his participation in the proceedings shall be deposited by both parties in equal amounts. If the respondent fails to deposit his respective advance amount within the specified period of time, the claimant shall be required to deposit such advance amount. (§9(3) of the ICAC Costs Schedule, §8(3) of the MAC Costs Schedule).

The general principle in the ICAC and MAC proceedings is that costs should follow the event (in other words, the successful party is entitled to its costs).

Recoverable costs include, among other things, the reasonable legal costs and expenses of the successful party.

In the Russian Federation, success fees are not enforceable by the courts and are essentially regarded as a bet.[16] Therefore, an arbitral tribunal can refuse to grant a claim for payment of a success fee.

In practice, arbitrators and arbitral tribunals seated in Russia tend to reduce the amount of costs awarded to the extent they deem the costs to be "reasonable." In considering the reasonableness of costs, the arbitrators usually take into consideration the following criteria:

- amount of the dispute;
- complexity of the case;
- length of the proceedings; and
- average fees charged by other lawyers on the market (the burden of proof borne by the party referring to it).

It is also common practice of the ICAC and MAC to recover only those legal costs which have actually been paid by the party to the counsel.[17] To that end, the party seeking recovery of costs should submit to the tribunal, among other things, payment orders or SWIFTs confirming payment for the legal services.

II. ARBITRAL PROCEDURE BEFORE THE ICAC AND MAC

A. Commencement of Proceedings

Proceedings in the ICAC and MAC are commenced by filing a statement of claim with the institution (§2(1) of the ICAC Rules and §3(1) of the MAC Rules), unlike in some arbitration courts where the claimant must first file a request for arbitration. The ICAC Rules and MAC Rules contain a list of information that should be included in the statement of claim, such as the names of the parties, substantiation of the jurisdiction of the ICAC or MAC, factual circumstances supporting the claim and evidence confirming such circumstances. The claimant should substantiate its claim with reference to the applicable norms. A power of attorney should be attached if the statement has been signed by a legal representative. Where a statement of claim filed with

[16] Decree of the Constitutional Court of the Russian Federation No. 1-P dated 23 January 2007.

[17] This is indirectly confirmed in the following ICAC Awards: No.12/2006 dated 16 February 2006, No. 58/2006 dated 19 January 2007 and No. 43/2006 dated 20 October 2006.

the ICAC or MAC does not comply with the requirements established by the respective rules, the executive secretary of the ICAC or MAC may invite the claimant to remedy the defects; if the claimant fails to do so and insists on the proceedings, the tribunal is to either deliver an award or terminate the proceedings, depending on the specific circumstances of the case in question.

The ICAC Rules also address the content of statements of defence (§12(3)), whereas the MAC Rules do not specify any requirements that a statement of defence must meet.

B. Language of Arbitration

Pursuant to §22 of the ICAC Rules the parties may agree, in their own discretion, on a language or languages to be used in the course of arbitration. Unless provided otherwise, this agreement shall apply to any written statement by a party, any hearing and any arbitral award, order or other communication of the arbitral tribunal. Unless the parties have agreed otherwise, arbitration shall be conducted in the Russian language. The parties shall submit other documents related to arbitration in the language of arbitration, or in the language of the contract, or in the language of the correspondence between the parties. Written evidence shall be submitted in the language of the original document.

The MAC Rules regulate issues regarding the language of written documents in the same way (§§21).

A practice to conduct arbitral proceedings in English has existed for many years.[18] Many arbitrators on the ICAC list of arbitrators for

[18] Практика МКАС при ТПП РФ: 2004–2016. К 85-летию МКАС (на основе анонимизированных материалов из журналов 'Международный коммерческий арбитраж' и 'Вестник международного коммерческого арбитража') / Науч. ред. и сост.: А.Н. Жильцов, А.И. Муранов; Предисл.: А.С. Комаров; Ред.: П.Д. Савкин; МКАС при ТПП РФ; ИЦЧП им. С.С. Алексеева при Президенте РФ; Каф. межд. частн. и гражд. права им. С.Н. Лебедева МГИМО МИД РФ. – М.: Ассоциация исследователей международного частного и сравнительного права, 2017. – 1565 с.

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international commercial disputes, as well as some MAC-listed arbitrators have command of several languages.[19]

The ICAC and MAC may also provide parties at their request and expense with interpreting services for oral hearings.

C. Interim Measures

The general rule in this regard is that the arbitral tribunal may at the request of any party order either party to take such interim measures of protection as it considers appropriate (§34(1) of the ICAC Rules, §31(1) of the MAC Rules).

It should be noted that the most popular interim measures ordered by the ICAC are attachment of the defendant's property[20] and prohibition against the defendant's performance of certain actions in relation to the subject of the dispute.[21]

Under the Statutes both of the ICAC and MAC (§6 and 5 respectively of the Annexes 1 and 2 to the Law On ICA), not only the arbitral tribunal but also the President of the arbitral institution may order security for a claim, meaning that measures of protection can be ordered before the arbitral tribunal was constituted.

D. Third Parties and Consolidation of Claims

In order to involve a third party in proceedings, all of the parties to the proceedings and the third party that is to be involved must agree to this (§14 of the ICAC Rules, §14 of the MAC Rules).

Komarov; Editor: Pavel Savkin; International Commercial Arbitration Court (ICAC) at the Chamber of Commerce and Industry of the Russian Federation; Alekseev Private Law Research Centre at the President of the Russian Federation; Department of Private International and Civil Law Named in Memory of Sergei Lebedev of the Moscow State Institute of International Relations (MGIMO) at the Ministry of Foreign Affairs of the Russian Federation. – Moscow: Association of Private International and Comparative Law Studies (2017) – P. 86, 92, 273, 316, 550.

[19] List of Arbitrators http://mkas.tpprf.ru/en/Arbitrators/ accessed 20 August 2019; http://mac.tpprf.ru/en/Arbiters/ accessed 20 August 2019.

[20] ICAC Awards No. 8/2012 dated 28 May 2013, No. 93/2006 dated 22 August 2007, No. 99/2004 dated 22 February 2005, No. 130/2002 dated 4 June 2003, No. 156/2001 dated 12 February 2002, No. 4/2001 dated 4 June 2001.

[21] ICAC Awards No. 236/2011 dated 15 March 2013, No. 60/2007 dated 24 March 2008, No. 154/2001 dated 26 March 2002, No. 167/2002 dated 16 January 2003 and No. 156/2001 dated 12 February 2002.

Previously a claimant may have consolidated several demands in a single claim only relying on a single arbitration agreement referring the dispute to the ICAC/MAC with a scope covering all such demands. Otherwise, the claimant had to commence several arbitral proceedings instead of one. Now a claimant may include numerous demands in one claim even if some of them fall within the scope of several arbitration agreements rather than a single arbitration agreement. Such arbitration agreements need to be mutually compatible and interrelated from a substantive law viewpoint (*i.e.* have a substantive connection).

Furthermore, upon a party's request, the Presidium may consolidate arbitral proceedings already started if mutually compatible and substantively interrelated arbitration agreements cover all the claims. However, after the composition of the arbitral tribunal in second and any subsequent cases consolidation becomes possible only upon consent of all the parties.

Under the Rules, after arbitral proceedings commence a party may file a claim against an "additional party" (*i.e*. join a co-respondent) if the scope of the arbitration agreement underlying the initial claim extends to the claim filed against such additional party. Such a possibility also exists where the claim against the additional party falls within another arbitration agreement referring the respective dispute to the ICAC/MAC and is compatible with the first arbitration agreement provided such claim has a substantive connection with the initial claim. The joined party may file a counter-claim or request a set-off. In consideration of procedural efficiency, the arbitral tribunal may disallow the filing of a claim against (or by) an additional party (§ 13 of the ICAC Rules, § 13 of the MAC Rules).

E. Confidentiality

Under the Rules, unless the parties agree or the applicable law provides otherwise, the parties, their representatives and other persons engaged by the parties to take part in the arbitral proceedings shall be obligated not to disclose information about disputes settled by the ICAC which became known to them (§46(1, 2) of the ICAC Rules, §42(1, 2) of the MAC Rules). Hearings are not public unless otherwise agreed by the parties (§30(1) of the ICAC Rules, §27(1) of the MAC Rules).

As noted above, current Rules of both institutions provide that arbitral awards and orders may be published with the consent of the Presidium on the condition that names of the parties and other

identifying information which may impair the legitimate interests of the parties are removed from the text of the awards (§46(4) of the ICAC Rules, §42(4) of the MAC Rules).

F. Applicable Law

The current editions of the ICAC and MAC Rules envisage that disputes are to be resolved in accordance with "rules of law," taking a flexible approach to the determination of applicable law. On the basis of §23(1) of the ICAC Rules and §22(1) of the MAC Rules, the parties henceforth can choose any "soft law" sets of rules to be applicable to a dispute. Arbitration case law in Russia is not uniform in terms of the ability of the arbitral tribunal to apply *lex mercatoria* in a situation where the parties fail to determine the law applicable to the substance of dispute. For example, in ICAC Award No. 302/1996 dated 27 June 1999 the arbitral tribunal found that UNIDROIT Principles had acquired the status of international custom and could be applied by the tribunal even in the absence of the parties' agreement. In ICAC Award No. 217/2001 dated 6 September 2002 the tribunal held that "it is reasonable to use the UNIDROIT Principles which are acquiring the character of an international custom." In ICAC award No. 244/2014 dated 6 August 2015 the tribunal found the Principles applicable due to "the complexity of the parties' relations" and because according to their Preamble they may be used to interpret or supplement domestic law. In ICAC award No. 271/2015 dated 7 July 2016 the tribunal applied the Principles as a reflection of basic fundamentals of international trade to supplement the Convention on Contracts for the International Sale of Goods 1980.

However, there are also a number of awards in which the arbitrators have refused to apply *lex mercatoria* in the absence of the parties' agreement to that effect.[22]

Failing any designation by the parties, the arbitral tribunal is to apply the law determined by the conflict of laws rules which it considers applicable (§23(2)) of the ICAC Rules and §22(2) of the MAC Rules).

As a matter of practice, these are usually Russian conflict of law rules, but the arbitrators enjoy more freedom in determining the applicable conflict of laws rules than state court judges.

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[22] ICAC Awards No. 243/1998 dated 28 May 1999 and No. 174/2003 dated 12 November 2004.

MAC case law also adheres to the position that if the parties have not chosen the law applicable to a contract, the rules of law governing the contract should be determined based on Russian choice-of-laws rules, unless special circumstances of the case call for application of foreign conflict of law rules (this view was set out, for example, in MAC Awards No. 16/2006 dated 18 June 2007, No. 16/2005 dated 24 June 2006, No. 7/2006 dated 19 September 2007,[23] No. 40/1994 dated 16 May 1996[24] and No. 17/2003 dated 16 April 2004).[25]

G. Expedited Arbitral Proceedings

The ICAC and MAC Rules provide for consideration of small disputes (in the ICAC – not exceeding US$50,000, in the MAC – US$15,000) normally by a sole arbitrator in an expedited manner. Under such expedited procedure, the arbitrator normally must render the award within 120 days of her or his appointment. In contrast, in ordinary proceedings such time limit constitutes 180 days (§ 35 of the ICAC Rules, § 30 of the MAC Rules.).

The parties have only one "round" of submissions unless the arbitrator or, before his/her appointment, the ICAC executive secretary, decides otherwise (§ 33 of the ICAC Rules, § 32 of the MAC Rules). The arbitrator resolves the case solely based on written materials unless a party requests him or her to do so in a timely fashion or he/she decides *sua sponte* to conduct an oral hearing. Even if a party subsequently increases the amount of claim so that it exceeds the above threshold, the expedited arbitral proceedings may continue.

In view of the complexity and other circumstances of the case, including amendments or supplements to the claims filed earlier by any party, the arbitral tribunal may deem it inappropriate to conduct

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[23] *From the Practice of the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation. 2005–2010* / By A.I. Loboda, D.B. Filimonov; Eds. S.N. Lebedev, A.I. Loboda, D.B. Filimonov. – M.: Statut, 2011, P. 322, 421, 405.

[24] Из практики Морской арбитражной комиссии при Торгово-промышленной палате Российской Федерации за 1987-2005 гг./Под ред. С.Н. Лебедева, А.И. Лободы, Д.Б. Филимонова. Москва, Статут, 2009, С. 349-361. [*From the Practice of the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation for 1987-2005*, edited by Sergey N. Lebedev, Andrey I. Loboda and Dmitry B. Filimonov, Moscow, Statute, 2009, pp. 349-361].

[25] *Ibidem*, pp. 213-217.

the expedited proceedings. The proceedings in such a case shall be carried on by the same arbitral tribunal. Before the arbitral tribunal is formed, the President may decide not to conduct the expedited arbitral proceedings (§ 33(7) of the ICAC Rules, § 30(7) of the MAC Rules). However, by now this provision empowering the arbitral tribunal or the President to refrain from the expedited proceedings has never yet been applied.

H. Awards

The ICAC Rules and MAC Rules provide that the tribunal must take measures to secure completion of the arbitral proceedings within approximately six months after the date of composition of the arbitral tribunal. The Presidium may extend this period at the request of the arbitral tribunal or at its discretion (§35 of the ICAC Rules, §32 of the MAC Rules).

The ICAC award shall be made by a majority vote of the arbitrators. If an award cannot be made by a majority vote, it shall be made by by the presiding arbitrator (§36(3) of the ICAC Rules).

However, given that under the MAC Rules a tribunal usually consists of two arbitrators, the award must be made unanimously. If there is disagreement between two arbitrators, a third arbitrator must be appointed and the award adopted by a majority of the arbitrators, or, in case of disagreement between them, by the presiding arbitrator (§33(3) of the MAC Rules).

Both the ICAC Rules and MAC Rules provide for the possibility of an arbitrator writing a dissenting opinion (§36(3) and §33(3), respectively).

If an arbitrator is unable to sign the award, the President of the ICAC or MAC, respectively, must certify this circumstance with a statement of the reason for the absence of the arbitrator's signature. In such cases the date of the award is the date of such certification (§37(2) of the ICAC Rules, §34(3) of the MAC Rules). The date of the award is the date of the last signature affixed by an arbitrator (§37(2) of the ICAC Rules, §34(2) of the MAC Rules).

Previously the MAC and, even earlier, ICAC Rules provided that the operative part of the award is to be announced by the tribunal at the final hearing. This rule has now been abolished in the current Rules and the arbitrators must only deliver a written award within 180 days after the date of composition of the tribunal (unless this time is extended).

Before an award is signed, the arbitral tribunal is to deliver the draft award to the secretariat a reasonable amount of time in advance, and the secretariat may, without infringing on the independence of the arbitrators to make the award, direct the attention of the arbitral tribunal to discrepancies found, if any, between the draft award and the formal requirements provided by the relevant regulations and rules. The tribunal may disregard such comments by the secretariat, and the latter does not have any remedy against the arbitrators, save for informing the Presidium of the ICAC/MAC of the matter.

An award is final and binding from the date it is rendered (§42(1) of the ICAC Rules, §39(1) of the MAC Rules).

I. Conclusions

The ICAC and MAC are the two most prominent Russian arbitral institutions. Their reputation has developed over more than eighty-five years of activity. The generally high standards of the arbitral proceedings may be seen from the texts of awards rendered by the ICAC and MAC tribunals hundreds of which have been published. This is a long tradition that dates back to the early period of the ICAC history.

Both the ICAC and MAC preserved the continuity of their rules while refraining from revolutionary changes. At the same time, they modernized the rules with due regard to the needs of international commerce, current Russian legislation and their own past practice of resolving disputes. The rules also correspond to the trends followed by major international arbitral institutions.

III. APPENDIX

A. Regulations and Rules of the ICAC and MAC

1. Regulations and Rules of the ICAC

REGULATIONS ON ORGANIZATIONAL PRINCIPLES OF ACTIVITY OF THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE CHAMBER OF COMMERCE AND INDUSTRY OF THE RUSSIAN FEDERATION[26]

§ 1. International Commercial Arbitration Court

1. The International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (hereinafter referred to as the ICAC) is an independent permanent arbitral institution, which conducts the following types of activities in accordance with the Law of the Russian Federation No 5338-1 dated 07.07.1993, 'On International Commercial Arbitration' and the Federal Law No 382-FZ dated 29.12.2015, 'On Arbitration (Arbitral Proceedings) in the Russian Federation':

- administering of international commercial arbitration;
- administering of internal dispute arbitration;
- administering of corporate dispute arbitration;
- administering of sports dispute arbitration;
- performance of certain functions on administering *ad hoc* arbitration;
- administering of arbitration of other disputes in cases provided by international treaties of the Russian Federation or Federal laws.

2. Functions on administering arbitration shall be performed by the relevant bodies and authorized officials of the ICAC.

3. The ICAC comprises the General Meeting of arbitrators included in the recommended lists of arbitrators for relevant types of disputes

[26] Appendix No. 1 to Order No. 6 of the Chamber of Commerce and Industry of the Russian Federation dated 11.01.2017.

(hereinafter referred to as Lists of Arbitrators), the Presidium, Nomination Committees for relevant types of disputes, the ICAC President, ICAC Vice-Presidents for relevant types of disputes, and the Secretariat.

4. The ICAC is located in Moscow, the Russian Federation.

5. The Chamber of Commerce and Industry of the Russian Federation shall approve the Regulations on Organizational Principles of Activity of the ICAC, the Rules of Arbitration of International Commercial Disputes, the Rules of Arbitration of Internal Disputes, the Rules of Arbitration of Corporate Disputes, the Rules of Arbitration of Sports Disputes, lists of arbitrators for relevant types of disputes, the Schedule of Arbitration Costs, the Regulations on Remuneration and Fees for Disputes Considered at the ICAC, and the Regulations on Performance by the ICAC of Certain Functions on Administering *Ad Hoc* Arbitration (hereinafter referred to as the ICAC Rules and Regulations) and shall assist the ICAC activity in other ways.

6. The ICAC is the successor of the Court of Arbitration for the Resolution of Commercial Disputes at the RF Chamber and of Arbitration for Sports at the RF Chamber since the day of approval and publishing of the ICAC Rules and Regulations and shall be entitled to resolve disputes on the basis of the parties' agreements referring their disputes to the indicated arbitral institutions.

§ 2. Types of Disputes Arbitrated by the ICAC

1. By agreement between the parties, the following disputes may be referred to the ICAC: disputes arising out of contractual or other civil law relationships connected with foreign trade and other kinds of international business, including disputes involving individuals, where the place of business of at least one of the parties, or any place where the significant part of obligations arising out of relationships between the parties is to be performed, or the place with which the subject matter of the dispute is most closely connected is located abroad, and also disputes relating to foreign investments in the territory of the Russian Federation or Russian investments abroad.

Such disputes shall be settled in international commercial arbitral proceedings in accordance with the Rules of Arbitration of International Commercial Disputes.

2. Disputes arising out of contractual or other civil law relationships and not related to international commercial arbitration may by agreement of the parties be referred to the ICAC.

Such disputes shall be settled on the basis of the Rules of Arbitration of Internal Disputes.

3. Disputes related to the establishment of a legal entity in the Russian Federation, operation thereof, or participation therein and also other corporate disputes may by agreement of the parties be referred to the ICAC.

Such disputes shall be settled on the basis of the Rules of Arbitration of Corporate Disputes.

4. Civil law disputes arising in the field of physical education and sports may by agreement of the parties be referred to the ICAC.

Such disputes shall be settled on the basis of the Rules of Arbitration of Sports Disputes.

5. Combined application of the ICAC Rules and Regulations is possible whenever necessary.

6. The ICAC shall also settle other disputes which fall under its jurisdiction due to international treaties of the Russian Federation or Federal laws.

§ 3. Arbitrators

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

2. A person assuming the duties of an arbitrator shall fill in and sign a declaration on a form to be approved by the Presidium, stating his consent to assume and fulfill the duties of an arbitrator, and shall notify the Secretariat of any circumstances likely to cause justified concerns about his impartiality or independence with regard to the dispute in the examination of which his participation is contemplated as well as of any other legal or factual circumstances which may hinder his performance as an arbitrator.

An arbitrator shall give immediate notice to the Secretariat of any such circumstance if he becomes aware of it later in the course of the arbitral proceedings. The Secretariat shall notify the parties about such circumstances and shall set deadlines for their possible comments.

A person consenting to assume the duties of an arbitrator shall also immediately provide the Secretariat with a brief personal biographical information, including particulars such as education, current and past professional record, unless such particulars have been communicated to the Secretariat already, or in the event of any

changes therein. Such personal biographical information shall be provided by the Secretariat to a party on its request.

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

4. Rules on Impartiality and Independence of Arbitrators as approved by the RF CCI shall apply to issues related to ensuring compliance with the requirements established for arbitrators.

5. Relationship of arbitrators with parties to arbitral proceedings and the RF CCI shall be determined by the applicable legislation on arbitration. No labor or civil law contracts shall be concluded pertaining to the execution by arbitrators of their functions.

6. Unless otherwise follows from the ICAC Regulations and Rules, the term "arbitrator" shall mean any member of an arbitral tribunal, including the presiding arbitrator, or the sole arbitrator, as well as the reserve presiding arbitrator, the reserve sole arbitrator and the reserve arbitrator.

§ 4. Lists of Arbitrators

1. The RF CCI shall approve four lists of arbitrators for a period of six years to indicate the first, middle, if any, and last name of the arbitrator, his education and place of employment, academic degree and title, specialization and knowledge of foreign languages. Where new lists of arbitrators have not been approved before the end of the period of time referred to above, the earlier approved lists of arbitrators shall continue to be in effect until new lists of arbitrators are approved.

2. Arbitrators specializing in certain categories of disputes shall be included into lists of arbitrators for international commercial, internal, corporate and sports disputes. One and the same person may be on several lists of arbitrators.

3. The Nomination Committees shall nominate arbitrators only from the lists of arbitrators for relevant types of disputes.

4. Persons who are not on the lists of arbitrators may also act as arbitrators unless the Rules of Arbitration of International Commercial Disputes, the Rules of Arbitration of Internal Disputes, the Rules of Arbitration of Corporate Disputes and the Rules of Arbitration of Sports Disputes provide otherwise.

§ 5. The General Meeting of Arbitrators

1. Persons listed as ICAC arbitrators shall participate in the General Meeting of Arbitrators.

The General Meeting of Arbitrators shall retain its powers until new lists of arbitrators are approved.

2. The General Meeting of Arbitrators shall, in particular, elect members of the Presidium and the Nomination Committees for relevant types of disputes. Decisions shall be made by a simple majority vote of all persons listed as arbitrators.

3. Unless the present Regulations and the applicable legislation on arbitration provide otherwise, the General Meeting of Arbitrators shall make decisions by a simple majority vote provided that at least half of listed arbitrators took part in the vote. In-person and absentee voting shall be allowed, and arbitrators may submit their votes in writing.

4. Decisions of the General Meeting of Arbitrators shall be formalized in minutes, which, in particular, indicate the outcome of voting. The minutes shall be signed by the Chairman and the Secretary of the General Meeting of Arbitrators.

§ 6. Presidium

1. The ICAC Presidium shall comprise *ex officio* the President of the ICAC and his Vice Presidents for relevant types of disputes, six persons from the List of Arbitrators elected for a period of six years by the General Meeting of Arbitrators, and three persons appointed by the President of the RF CCI. The President of the ICAC shall act as Chairman of the Presidium.

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

The Executive Secretary of the ICAC shall attend meetings of the Presidium with the right of a deliberative vote who acts in the capacity of secretary of the Presidium.

2. The Presidium shall fulfill duties within its competence in accordance with the present Regulations, as well as with other ICAC Regulations and Rules, including the analysis and summarization of arbitration practice, practice of application of the ICAC Regulations and Rules, as well as reviews issues related to dissemination of information about the activities of the ICAC, international links of the ICAC, and other issues relating to the activities of the ICAC.

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

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

4. In urgent situations, the Presidium may adopt resolutions by means of absentee voting, with the vote outcomes to be recorded in the minutes.

5. No members of the Presidium shall speak out or vote on resolutions adopted by the Presidium if there is a conflict of interest, in particular if such resolutions relate to arbitral proceedings in which they take part.

6. The Presidium may delegate some of its functions to the ICAC President and Vice-Presidents for relevant types of disputes.

§ 7. Nomination Committees

1. The Nomination Committees shall take decisions on issues related to nominations, challenges and termination of powers of arbitrators. The Nomination Committees shall be formed for a period of six years and shall operate until a new committee is elected by the General Meeting of arbitrators included in the new list.

2. The following Nomination Committees shall be formed at the ICAC:

1) The Nomination Committee for arbitration of international commercial disputes consisting of six members elected by the General Meeting and three members nominated by the President of the RF CCI;

2) The Nomination Committee for arbitration of internal disputes consisting of six members elected by the General Meeting and three members nominated by the President of the RF CCI;

3) The Nomination Committee for arbitration of corporate disputes consisting of four members elected by the General Meeting and two members nominated by the President of the RF CCI;

4) The Nomination Committee for arbitration of sports disputes consisting of four members elected by the General Meeting and two members elected by the President of the RF CCI.

3. Members of Nomination Committees shall be elected by the General Meeting of Arbitrators from the respective lists of arbitrators for international commercial, internal, corporate and sports disputes.

4. The Nomination Committee shall be reshuffled at least by a third, proportionately to the number of elected and appointed members, within the first three years after the election. Elected members of the Nomination Committee subject to rotation within the respective period shall be designated upon their election by listed arbitrators. Appointed members of the Nomination Committee subject to rotation within the respective period shall be designated by the President of the RF CCI.

The same person cannot be a member of the Nomination Committee for the respective type of disputes for three years after his rotation.

5. The Nomination Committee shall elect from among its members its Chairman and Vice-Chairman by a simple majority vote. The Chairman shall supervise the activity of the Nomination Committee. The Vice-Chairman shall perform the functions of the Chairman in his absence.

6. The ICAC President and Vice-Presidents for relevant types of disputes may take part in Nomination Committee meetings with the right of a deliberative vote.

The Executive Secretary of the ICAC or his deputy for relevant types of disputes shall take part in Nomination Committee meetings with the right of a deliberative vote in the capacity of the Nomination Committee secretary.

7. The Nomination Committee shall perform functions related to nomination, taking decisions on challenges and termination of powers of arbitrators.

8. The Nomination Committee shall make decisions by a simple majority vote provided that at least half of its members are present at the meeting. In the event of vote parity, the Chairman of the Nomination Committee shall have the decisive vote.

Resolutions of the Nomination Committee shall be formalized in minutes. The minutes shall be signed by the Chairman of the Nomination Committee and its Secretary.

9. In urgent situations, the Nomination Committee may adopt resolutions by means of absentee voting, with the vote outcomes to be recorded in the minutes.

10. No members of the Nomination Committee shall speak out or vote on resolutions adopted by the Nomination Committee if there is a conflict of interest, in particular if such resolutions relate to arbitral proceedings in which they take part.

11. In urgent situations the Nomination Committee may delegate some of its functions related to nominating arbitrators to the ICAC President and his Vice-President for relevant types of disputes.

§ 8. ICAC President and Vice-Presidents

1. The President of the RF CCI shall appoint the ICAC President and four Vice-Presidents for a period of six years from the corresponding lists of arbitrators for international commercial disputes, internal disputes, corporate disputes and sports disputes.

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

The same person may not act as the ICAC President for more than two consecutive terms from the moment the current Regulations take effect.

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

The ICAC President shall perform functions on administering arbitration and shall address other issues pertaining to ICAC proceedings unless they fall under the competence of other ICAC bodies and authorized officials or an arbitral tribunal in accordance with the ICAC Rules and Regulations.

3. ICAC Vice-Presidents shall perform functions on administering respectively of international commercial arbitration, internal dispute arbitration, corporate dispute arbitration and sports dispute arbitration by the procedure provided by the present Regulations and the ICAC Rules.

4. Other functions of ICAC Vice-Presidents shall be determined by the ICAC President.

5. In the absence of the ICAC President, the duties of his office shall be fulfilled by the Vice-President for international commercial arbitration or, in case he is also absent, by another Vice President.

§ 9. The Secretariat

1. The Secretariat shall fulfill the duties in accordance with the present Regulations for administering arbitration of disputes considered at the ICAC including the duties related to organizing arbitral proceedings and relevant paperwork.

2. The Secretariat shall be headed by the Executive Secretary of the ICAC to be appointed by the President of the RF CCI. The Executive Secretary of the ICAC shall have a degree in law and be fluent in English.

3. The Executive Secretary of the ICAC shall have four deputies for international commercial disputes, internal disputes, corporate disputes and sports disputes appointed by the RF CCI.

4. In the absence of the Executive Secretary of the ICAC, the duties of his office shall be fulfilled by the deputy for international commercial disputes.

5. In performing the functions related to administering arbitration the Executive Secretary of the ICAC and his deputies shall be guided by the ICAC Rules and Regulations and shall be subordinate to the ICAC President and Vice-Presidents for the relevant types of disputes.

§ 10. ICAC Branches

1. The ICAC may open branches outside of its place of location. A decision on opening the ICAC branch shall be taken by the ICAC Presidium.

2. An arbitration agreement on referral of a dispute to an ICAC branch shall be regarded as an arbitration agreement on referral of a dispute to the ICAC.

Such a dispute shall be considered in accordance with the ICAC Rules and Regulations and shall be administered by the authorized bodies and officials of the ICAC.

3. The place of arbitration shall be the place of location of an ICAC branch unless the ICAC President decides otherwise depending on the circumstances of the case.

4. The Executive Secretary of an ICAC branch shall be a member of the ICAC Secretariat.

5. The activity of ICAC branches is supported by affiliated offices (representative offices) of the RF CCI established specially for this purpose.

6. The ICAC Presidium may take a decision on termination of the activity of an ICAC branch.

§ 11. Reporters

1. The Executive Secretary of the ICAC or his deputy for relevant types of disputes shall appoint a case reporter who shall keep records of the hearings, sit in on closed-door sessions of the arbitral tribunal and carry out instructions of the arbitral tribunal related to arbitral proceedings.

A candidate for the role of the reporter shall be proposed by the chairman of an arbitral tribunal or by a sole arbitrator.

2. The lists of reporters for the relevant types of disputes shall be approved by the Presidium and shall be regularly updated. Persons who have a degree in law shall be eligible for inclusion in the lists of reporters and persons who, as a rule, are fluent in a foreign language – in the lists of reporters for international commercial arbitration. One and the same person may be included in several lists of reporters.

3. An arbitral tribunal or a sole arbitrator may, upon approval of the ICAC President, appoint a person as a reporter from outside the list of reporters, provided this person meets the requirements specified by subparagraph 2 of the present paragraph.

4. Upon approval of the ICAC President, an arbitral tribunal or a sole arbitrator may decide not to appoint a case reporter.

§ 12. Storing of Case Materials

Arbitral awards, orders on termination of arbitral proceedings and other case materials shall be stored in the ICAC for five years from the date of termination of the arbitral proceedings.

§ 13. Effective Date of the Regulations

The present Regulations shall enter into force from the date they are deposited with the authorized federal agency of executive authority.

THE RULES OF ARBITRATION OF INTERNATIONAL COMMERCIAL DISPUTES[27]

I. GENERAL PROVISIONS

§ 1. Scope of the Rules of Arbitration of International Commercial Disputes

1. The Rules of Arbitration of International Commercial Disputes (hereinafter referred to as the Rules) shall apply to disputes referred to the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (hereinafter referred to as the ICAC) which arise out of contractual or other civil law relationships connected with foreign trade and other kinds of international business as well as to other disputes which may be referred to international commercial arbitration in accordance with the Law of the Russian Federation No 5338-1 'On International Commercial Arbitration' dated 07.07.1993 and other federal laws or international treaties of the Russian Federation.

2. The Rules shall apply, in particular, to disputes referred to the ICAC by agreement of the parties which arise out of contractual or other civil law relationships connected with foreign trade and other kinds of international business, including disputes involving individuals, where the place of business of at least one of the parties, or any place where the significant part of obligations arising out of relationships between the parties is to be performed, or the place with which the subject matter of the dispute is most closely connected is located abroad, and also disputes relating to foreign investments in the territory of the Russian Federation or Russian investments abroad.

The Rules shall also apply to disputes which fall under the ICAC jurisdiction due to international treaties of the Russian Federation.

3. The Rules shall also apply to any disputes referred to the ICAC under agreements concluded before September 1, 2016, which could be settled in international commercial arbitral proceedings in accordance with the Law of the Russian Federation No 5338-1 'On International Commercial Arbitration' dated 07.07.1993 as effective on the date of conclusion of such agreements.

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[27] Appendix No. 2 to Order No. 6 of the Chamber of Commerce and Industry of the Russian Federation dated 11.01.2017.

4. The Rules shall apply in combination with the Regulations on Organizational Principles of Activity of the ICAC, the Schedule of Arbitration Costs, the Regulations on Remuneration and Fees for Disputes Considered at the ICAC, and, in relevant cases, with other ICAC rules of arbitration of separate types of disputes in accordance with their scope.

II. COMMENCEMENT OF ARBITRAL PROCEEDINGS

§ 2. Bringing of a Claim

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

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

§ 3. Contents of the Statement of Claim

1. The statement of claim shall include:

(a) the date of the statement of claim;

(b) names (last name, first name and patronymic, if any), place of location (place of residence) of the parties, their postal addresses, telephone and fax numbers, and e-mail addresses;

(c) substantiation of the jurisdiction of the arbitral tribunal with an indication of the type of arbitration administered by the ICAC;

(d) demands of the claimant;

(e) circumstances supporting the demands of the claimant;

(f) evidence confirming the grounds for the claimant's claims;

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

(h) amount of the claim;

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

(j) a list of documents and other materials attached to the statement of claim.

2. The statement of claim shall be signed by the claimant or its representative and shall be accompanied by documented evidence of his powers.

3. Where there is an agreement between the parties, the statement of claim shall contain information about an arbitral tribunal to be composed, in particular, about an arbitrator chosen by the claimant and a reserve arbitrator (§ 16 of the Rules).

§ 4. Amount of the Claim

1. The amount of the claim shall be:

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

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

(c) in claims for recognition or transformation of a legal relationship, the value of the subject matter of the legal relationship as on the filing date of the claim; and

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

The claimant shall also indicate in its statement of claim the amount of the claim where its claims or any part thereof are not of a monetary nature.

2. Where the claim consists of several demands covered by the same arbitration agreement, the amount of the claim shall be the total amount of all demands.

3. Where the claim consists of several demands covered by different arbitration agreements, the amount of the claim shall be calculated separately for demands covered by each arbitration agreement.

4. The amount of the claim shall not include demands for recovery of arbitration costs.

5. Where the claimant has not stated or misstated the amount of the claim, the Executive Secretary or an arbitral tribunal shall determine the amount of the claim on the basis of available evidence.

§ 5. Rectification of the Statement of Claim

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

2. Where the claimant has not, in spite of the invitation to rectify the defects, rectified the defects within the applicable period, the proceedings shall continue with the rendition by the procedure provided by the Rules of an arbitral award or an order on termination of arbitral proceedings.

3. The rules of the present paragraph shall correspondingly apply to a counter-claim, a set-off, a claim against an additional party, and to a claim filed by an additional party.

§ 6. Statement of Defense

1. Consistent with § 5 of the Rules the Secretariat shall give the respondent notice of a statement of claim filed and send to the respondent a copy of the statement of claim and copies of the documents attached thereto after an adequate number thereof has been submitted and an arbitration fee is prepaid in full.

2. Simultaneously, the Secretariat shall invite the respondent to submit a statement of defense within a period of time which, as a rule, shall not exceed 30 days from the receipt of a copy of the statement of claim. The Executive Secretary of the ICAC or, following the formation of an arbitral tribunal, the presiding arbitrator may extend the indicated time period at the respondent's justifiable request.

3. The statement of defense shall include:

(a) the date of the statement of defense;

(b) the name (last name, first name and patronymic, if any), place of location (place of residence), postal address, telephone and fax numbers, and an e-mail address of the respondent;

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

(d) circumstances supporting the position of the respondent;

(e) evidence confirming the grounds for the position of the respondent;

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

(g) a list of documents and other materials attached to the statement of defense.

4. The statement of defense shall be signed by the respondent or its representative and shall be accompanied by documented evidence of his powers.

5. The rules of the present paragraph shall correspondingly apply to statements of defense arising out of counter-claims, set-offs, claims against an additional party, and claims filed by an additional party.

§ 7. Counter-claim and Set-off

1. The respondent may, within the period of 30 days from the receipt of a copy of the statement of claim, make a counter-claim or a set-off.

2. Such a counter-claim or a set-off may be considered provided that:

- there is an arbitration agreement covering such a claim or set-off along with the demands of the principal claim; or
- there is another arbitration agreement referring the disputes to the ICAC and compatible with the first arbitration agreement in its content which covers such a claim or set-off, and the counter-claim or the set-off are substantively related to the principal claim.

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

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

4. The counter-claim and the set-off shall meet the corresponding requirements of the Rules which are established for the principal claim.

§ 8. Costs Related to Arbitrating a Dispute

1. The claimant shall pay a registration fee for a statement of claim at the moment of its filing. The claim shall not be deemed filed before the registration fee is paid.

2. The claimant shall make an advance payment of the arbitration fee for the claim filed. The case shall not progress until the advance payment of the arbitration fee has been made.

3. The party filing a request for interim measures of protection shall pay a security fee at the moment of filing a request. The request for interim measures of protection shall not be deemed filed before the security fee is paid.

4. The amount of the registration, arbitration and security fees, the manner of their payment and distribution, and the manner of payment of other expenses related to arbitrating a dispute is specified in the Schedule of Arbitration Costs.

III. SUBMISSION AND TRANSMISSION OF DOCUMENTS

§ 9. Submission of Documents

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

2. The Secretariat or an arbitral tribunal may propose that parties submit documents indicated in subparagraph 1 of the present paragraph in the electronic form.

§ 10. Mailing and Delivery of Documents

1. The Secretariat shall mail the documents in a case to either of the parties at the addresses given by the party to which the documents are being mailed or by the other party. The parties shall immediately notify the Secretariat and the other party of any changes in the addresses given previously.

2. All documents submitted by either of the parties to the Secretariat shall be transmitted by it to the other party, unless these documents have been transmitted by such party to the other party

during the arbitral proceedings. Any reports prepared by experts or other documents classified as evidence on which an arbitral award may be based shall be transmitted to the parties as well.

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

4. Other documents may be sent by registered mail, ordinary mail, or electronically or otherwise, provided that a record is made of the communication sent.

5. A communication shall be deemed received on the day when it is received by a party or when it should have been received if sent as specified in the preceding subparagraphs of the present paragraph even if a party fails to appear to receive the communication, waives the receipt, or if it is not located or is not resident at the corresponding address.

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

IV. MULTIPLE CLAIMS AND PARTIES TO ARBITRAL PROCEEDINGS

§ 11. Consolidation of Multiple Claims into a Single Claim

The claimant shall have the right to consolidate several claims into a single claim provided that:

- there is an arbitration agreement covering these claims; or
- there are several arbitration agreements covering these claims which refer the disputes to the ICAC and which are compatible by their content and substantively interrelated.

§ 12. Consolidation of Arbitral Proceedings

1. The ICAC Presidium shall consolidate arbitral proceedings at the request of any party provided there is a consent of all parties to such a consolidation.

2. The ICAC Presidium may also consolidate arbitral proceedings at the request of any party provided that:

- there is an arbitration agreement covering all these claims and there are no other impediments to consolidation of proceedings; or
- there are different arbitration agreements covering these claims which refer the disputes to the ICAC and which are compatible by their content and substantively interrelated.

In its decision on the possibility to consolidate proceedings the Presidium shall consider the progress of arbitral proceedings in each case, the possible risk of contradictory arbitral awards being rendered by arbitral tribunals and also the desirability of the most efficient conduct of the proceedings.

3. Unless all parties have agreed to the contrary, several arbitral proceedings shall be consolidated into arbitral proceedings that were the first to commence. The mandate of arbitrators conducting other proceedings shall be terminated.

4. Arbitral proceedings shall not be consolidated if by the time of filing the respective request the formation of arbitral tribunals with divergent composition of the tribunals have been completed in the second and subsequent proceedings, unless all the parties have agreed to the consolidation. Arbitral proceedings shall progress separately if the ICAC Presidium rules against their consolidation.

§ 13. Participation of Additional Parties

1. A party to arbitral proceedings may file a claim to an additional party which may be considered provided that:

- claims against an additional party are covered by the arbitration agreement on which the principal claim is based; or
- claims against an additional party are covered by another arbitration agreement referring the disputes to the ICAC, which is compatible by its content with the primary arbitration agreement, and are substantively related to the initial claim.

2. Where any condition specified by subparagraph 1 of this paragraph has been met, a party, which is neither a claimant nor a respondent, may join the arbitral proceeding as an additional party by filing a claim against the claimant and/or the respondent.

3. The corresponding provisions on counter-claim provided by § 7 of these Rules shall apply to a claim against an additional party

and to a claim by an additional party unless it otherwise follows from the nature of the claims made.

4. An additional party, against which a claim is filed, shall submit to the ICAC a statement of defense, to which the corresponding provisions of § 6 of the Rules shall apply.

5. An additional party, against which a claim is filed, may file a counter-claim against any party or claim a set-off with the observance of conditions provided by § 7 of the present Rules.

6. For the purposes of formation of an arbitral tribunal, an additional party may be considered as a co-claimant or as a co-respondent depending on the nature of the claims filed by or against it unless it otherwise follows from the nature of such claims. Subparagraph 8 of § 16 of the Rules shall apply in this case. When, due to the nature of such claims, an additional party cannot be considered as a co-claimant or as a co-respondent for the indicated purposes, the Nomination Committee for arbitration of international commercial disputes (hereinafter referred to as the Nomination Committee) may appoint arbitrators on behalf of the parties.

7. A claim may be filed by or against an additional party after the arbitral tribunal is formed in case the additional party accepts the arbitral proceedings as they are on the moment of a claim being filed and refuses to challenge prior arbitral procedures, in particular, if it does not make objections to the arbitral tribunal's formation procedure and composition.

8. The arbitral tribunal may not allow a claim to be filed against or by an additional party taking account of the connection between this claim and the principal claim, the stage of the proceedings and also the desirability of the most efficient conduct of the proceedings. In this case, a claim may be filed in separate proceedings.

§ 14. Participation of Third Parties

1. Invitation of a third party not making any claims against the parties to participate in the proceedings as well as such third party joining the proceedings shall be allowed provided that:

- there is an arbitration agreement covering all parties to the proceedings and a third party; or
- all parties and a third party consented to the conduct of arbitration proceedings with participation of such a third party within 15 days from the date of receipt of a request, unless the Executive Secretary of the ICAC or the arbitral

tribunal have established a longer period of time due to particular circumstances of the case.

2. A request for inviting a third party or a request for a third party joining the arbitral proceedings shall be made within the time period established for submitting a statement of defense. The Executive Secretary of the ICAC and, after an arbitral tribunal has been formed, the presiding arbitrator may extend the indicated time period in case of justifiable reasons for such an extension.

§ 15. General Provisions on Multiple Claims and Parties to Arbitral Proceedings

1. By agreeing to refer disputes to the ICAC, a party agrees to the possible consolidation of claims and arbitral proceedings and the engagement of additional parties in accordance with these Rules.

2. Objections of any party to the possible consolidation of claims or the engagement of additional parties shall be considered by the procedure provided by § 25 of the Rules.

V. THE ARBITRAL TRIBUNAL

§ 16. Composition of the Arbitral Tribunal

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

2. An arbitral tribunal shall consist of three arbitrators, unless in view of the total amount of all claims made within the established time period (which shall not, as a rule, exceed $ 50,000 excluding interest and arbitration costs) and other circumstances the Nomination Committee decides, in its own discretion, that the case shall be settled by a sole arbitrator.

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

4. If the claimant does not choose an arbitrator within the period of time referred to in subparagraph 3 of this paragraph, the Nomination Committee shall appoint an arbitrator for him from the List of Arbitrators for International Commercial Disputes.

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

6. If the respondent does not choose an arbitrator within the period of time referred to in subparagraph 5 of this paragraph, the Nomination Committee shall appoint an arbitrator for him from the List of Arbitrators for International Commercial Disputes.

7. Where an arbitral tribunal is to be composed of three arbitrators, the Nomination Committee shall appoint the presiding arbitrator from the List of Arbitrators for International Commercial Disputes.

8. Where an arbitral tribunal is to be composed of three arbitrators in case of multiple parties acting as the claimant or as the respondent, the multiple claimants and the multiple respondents shall each appoint one arbitrator upon agreement between themselves.

If claimants or respondents have failed to reach an agreement, the Nomination Committee shall appoint an arbitrator for the respective party from the List of Arbitrators for International Commercial Disputes. The Nomination Committee may also appoint an arbitrator for the other party as well. In this case, powers of the arbitrator appointed by the other party shall be terminated.

9. Where a case is examined by a sole arbitrator, the Nomination Committee shall appoint a sole arbitrator from the List of Arbitrators for International Commercial Disputes.

10. When electing or appointing an arbitrator a reserve arbitrator may be elected or appointed.

11. The Nomination Committee may authorize the ICAC President or Vice President for International Commercial Disputes to decide on the appointment of an arbitrator.

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

§ 17. Challenge of an Arbitrator

1. Either of the parties may challenge an arbitrator if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not meet other requirements stipulated by an agreement between the parties or the applicable law.

The notice of challenge made by a party does not by itself suspend or terminate powers of an arbitrator.

2. A party may challenge an arbitrator chosen by it or with its participation only on the grounds which become known to it after the arbitrator has been chosen.

3. A party may send a written notice of challenge stating the reasons therefor to the Nomination Committee within 15 days after being notified of the composition of the arbitral tribunal or having become aware of circumstances that can serve as a reason for challenge. Unless a party makes a challenge within the period of time referred to above it shall be deemed to have waived its right to challenge in accordance with § 44 herein.

The Nomination Committee for international commercial disputes may consider the merits of the notice of challenge filed after the deadline taking account of the viability of reasons for the late filing and the nature of reasons for challenge indicated by the party.

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

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

5. The provisions of subparagraphs 1 to 4 of this paragraph shall also apply to an arbitrator chosen or appointed as reserve arbitrator.

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

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

1. Where an arbitrator is legally or actually incapable of participating in settling a dispute or does not participate in settling a dispute for an unreasonable period of time, his powers may be terminated in response to his application for voluntary withdrawal or by agreement between the parties.

2. If the arbitrator does not withdraw voluntarily and the parties failed to agree on termination of his powers due to any of the reasons referred to in subparagraph 1 of this paragraph, each party may request the Nomination Committee to make a decision on the termination of the powers of an arbitrator.

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

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

4. Voluntary withdrawal of an arbitrator or consent of the parties to terminate his powers in accordance with subparagraph 1 of this paragraph or subparagraph 1 of § 17 of these Rules shall not signify recognition of any of the reasons referred to in subparagraph 1 of this paragraph or subparagraph 1 of § 17 of these Rules.

§ 19. Replacements in the Arbitral Tribunal

1. Where an arbitrator has declined to assume his duties, applied for voluntary withdrawal or has been challenged, or his powers were terminated by agreement between the parties and also in other cases of termination of his powers, he shall be replaced by the respective reserve arbitrator in case the reserve arbitrator has been chosen or appointed. Where such replacement cannot be made, a new arbitrator shall be appointed or chosen in accordance with these Rules. If the arbitrator was appointed by the Nomination Committee, the Nomination Committee shall make the new appointment as well. If the arbitrator chosen by a party has declined to assume his duties, or has been challenged, or his powers have been terminated for any other reasons, the Nomination Committee may make a new appointment from the List of Arbitrators for International Commercial Disputes.

The provisions of this subparagraph shall apply unless otherwise provided by the Rules and where the parties have not agreed otherwise.

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

3. Where the need for replacements in the arbitral tribunal arises after the arbitral tribunal proceeded to making an award (subparagraph 2 of § 36 of the Rules), the Presidium may, taking into account the opinions of the remaining members of the arbitral tribunal and of the parties, and also the circumstances of the case, make the decision to continue the arbitration with the remaining arbitral tribunal.

VI. ARBITRAL PROCEEDINGS

§ 20. General Principles of the Arbitral Proceedings

1. The arbitral proceedings shall be conducted on the basis of the principles of discretionary and adversarial proceedings and the principle of equal treatment of the parties.

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

§ 21. Place of Arbitration

1. The place of arbitration shall be Moscow, the Russian Federation.

2. Unless the parties agree otherwise, the oral hearings shall be held in Moscow. In case the oral hearings are held in a different place all additional expenses arising in connection with this shall be borne by the parties.

3. Unless the parties agree otherwise, the arbitral tribunal may, subject to approval by the Executive Secretary of the ICAC and in case of need, hold hearings and other sessions involving deliberations of arbitrators. examination of witnesses, experts or the parties as well as inspection of goods, other property or documents in a place other than Moscow.

§ 22. Language of Arbitration

1. The parties may agree, in their own discretion, on a language or languages to be used in the course of arbitration. Unless provided otherwise, this agreement shall apply to any written statement by a party, any hearing and any arbitral award, order or other communication of the arbitral tribunal. Unless the parties have agreed otherwise, arbitration shall be conducted in the Russian language.

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

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

§ 23. Rules Applicable to the Merits of the Dispute

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

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

3. In any event, the arbitral tribunal shall make decisions in accordance with the terms and conditions of the contract and taking account of the applicable trade usages.

§ 24. Determination of Procedural Rules

1. The arbitral tribunal shall conduct the arbitral proceedings in accordance with the rules of the applicable legislation on arbitration and the provisions of these Rules. It is possible to deviate from the Rules in cases specified therein.

2. When dealing with issues that are not regulated by either these Rules or the express agreement between the parties, the arbitral tribunal shall, while abiding by the provisions of the applicable law on arbitration, conduct the arbitration as it considered appropriate, and ensure that the parties are treated with equality and that each party is given a reasonable opportunity to protect its interests.

§ 25. Settlement of Procedural Issues

1. Unless otherwise follows from the Rules, the procedural issues of arbitral proceedings shall be settled by the arbitral tribunal and, prior to its formation, by the relevant bodies and authorized officials of the ICAC. The presiding arbitrator may also settle these issues if this is provided by the Rules or if he is so authorized by the parties or other members of the arbitral tribunal.

Orders shall be rendered on procedural issues of arbitral proceedings.

2. The issue of jurisdiction of an arbitral tribunal over a particular dispute, including with respect to part of the claims or separate parties, shall be decided by an arbitral tribunal hearing the dispute.

The arbitral tribunal may take a separate order on the issue of jurisdiction before the case is examined on its merits, or deal with this issue in an arbitral award on the merits of the dispute.

3. When the issue of the possibility of arbitrating a dispute at the ICAC arises before the formation of an arbitral tribunal, the Presidium shall have the right to rule on termination of arbitral proceedings with respect to all or part of claims, as well as regarding all or some parties, if the manifest impossibility of the dispute being considered in full or in part at the ICAC is established.

The Presidium shall not be obligated to state reasons for its decision on the issues specified herein.

4. If the Presidium does not render an order on the termination of the arbitral proceedings provided by subparagraph 3 of this paragraph, the arbitral tribunal following its formation shall decide on its own jurisdiction. The consideration of issues specified in subparagraph 3 of this paragraph by the Presidium without rendering an order on the termination of arbitral proceedings shall not predetermine the arbitral tribunal's decision on its own jurisdiction.

5. A plea that the arbitral tribunal does not have jurisdiction shall be raised by the relevant party within 30 days from the date of receipt of a copy of a statement of claim. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. An objection to the arbitral tribunal considering a counter-claim or a set-off within the same proceedings, consolidating claims or to the participation of an additional party shall be raised within 30 days from the date the party learns or should have learned about the respective circumstances.

In any of the indicated cases, the arbitral tribunal may accept the plea raised after the expiry of the deadline if it deems the delay to be justified.

6. If any questions pertaining to the type of a dispute arbitrated at the ICAC arise, the Executive Secretary of the ICAC shall determine on the preliminary basis the type of a dispute and the applicability of the corresponding rules of arbitration of separate types of disputes. Following its formation the arbitral tribunal shall consider such issues if necessary. Consideration of the indicated issues by the Executive Secretary of the ICAC shall not predetermine a decision of the arbitral tribunal.

Objections related to the determination of the type of dispute arbitrated at the ICAC and the applicability of rules of arbitration of

separate types of disputes shall be raised by a party within 30 days after the party learns or should have learned about the corresponding circumstances.

The Executive Secretary of the ICAC or the arbitral tribunal may consider objections filed after the expiry of the deadline if they deem the delay to be justified.

§ 26. Representation of the Parties

1. A party may deal with the ICAC directly or through its duly authorized representative (or representatives), including foreign organizations and physical persons appointed by the party in its discretion.

The name (last name, first name and patronymic, if any), postal address, telephone and fax numbers, and e-mail address of the representative and also documented evidence of powers of the representative shall be immediately presented to the Secretariat and the arbitral tribunal.

2. A party shall ensure compliance of its representative with the present Rules, other ICAC regulations and rules. By authorizing a representative to act on its behalf, the party thereby confirms the agreement of its representative to comply with the present Rules and other ICAC regulations and rules.

When a representative fails to comply with the present Rules or other ICAC regulations and rules, as well as instructions received from ICAC bodies and authorized officials or the arbitral tribunal given to the limit of their authority, the ICAC bodies and authorized officials or the arbitral tribunal may take relevant measures, for instance, take into consideration the improper conduct of the representative in their decision on distribution of arbitration expenses, make a warning or offer the party to appoint another representative.

3. After an arbitral tribunal is formed, a party may replace its representative provided that such a replacement will not create grounds for challenging any arbitrator or setting aside or denial of recognition and enforcement of an arbitral award.

A party shall notify the Secretariat and the arbitral tribunal about its intention to replace the representative in advance.

§ 27. Preparation of the Case for Arbitration

1. The presiding arbitrator shall verify the progress in the preparation of a case for arbitration and, with the consent of other

members of the arbitral tribunal, shall take measures to have the case prepared.

In particular, such measures may include the establishment of a timetable of proceedings which, depending on the circumstances of the case, determines the procedure and deadlines for the parties submitting their additional written statements, evidence and other documents; other directions of the arbitral tribunal to the parties, including deadlines for compliance therewith, are given; time, place and procedure of the oral hearing as well as the range of issues to be addressed at the hearing, depending on the possible stages of the proceedings, may be determined.

The opinion of the parties regarding the measures to be taken to prepare the case may be requested.

In view of the complexity of the case, the arbitral tribunal may hold a planning conference with the participation of the parties and their representatives, either in person or by means of telephone or videoconferencing.

With the consent of other members of the arbitral tribunal, the presiding arbitrator may further take additional measures to have the case prepared for arbitration or adjust the timetable of the proceedings taking account of the current circumstances.

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

§ 28. Amending or Supplementing the Claim or Defences to the Claim

1. Either party may amend or supplement its claims or defences thereto without unjustified delay.

2. The arbitral tribunal or the presiding arbitrator, with the consent of other members of the arbitral tribunal, may set a period of time for the parties to submit their written statements and evidence for either of the parties to be familiarized in advance with the statements and evidence submitted by the other party.

3. If the arbitral tribunal finds the delay caused by either party to amend or supplement its claims or defences thereto unjustified, it may take this into consideration in its decision on distribution of arbitration expenses.

The arbitral tribunal may refuse to authorize such amendment or supplement to the claims or defences thereto in view of the delay caused.

§ 29. Evidence

1. Each party shall be required to prove the circumstances relied on to support its claims or defenses.

The arbitral tribunal or the presiding arbitrator with the consent of other members of the arbitral tribunal may require the parties to produce further evidence.

The arbitral tribunal may, in its discretion, order inspection by an expert and request evidence to be produced by third parties, and also call and hear witnesses.

2. Parties may submit written evidence in the original or as certified copies of the originals. The arbitral tribunal may demand that the parties submit the original documents.

3. The arbitral tribunal shall verify the admissibility, relevance and significance of the evidence submitted.

The arbitral tribunal shall assess the evidence according to its inner conviction.

4. Failure by either party to submit appropriate evidence shall not prevent the arbitral tribunal from continuing the proceedings and making an award.

5. The time period for the parties submitting evidence and the consequences of its nonobservance shall be determined taking account of the provisions of §§ 27 and 28 of these Rules.

§ 30. Oral Hearing

1. An oral hearing shall be held to allow the parties to present their case on the basis of the evidence submitted by them and the oral debate to be held.

The hearing shall be held in camera. The arbitral tribunal may, with the consent of the parties, allow persons who do not participate in the arbitral proceedings to appear at the hearing.

2. The parties shall be informed in advance of the time and place of the oral hearing by the notices of the hearing to be sent with a view to each of the parties receiving the respective notice, as a rule, not later than 20 days prior to the date of the hearing. This period may be reduced by agreement between the parties.

3. Where further oral hearings are required, the arbitral tribunal shall set the dates thereof in view of the particular circumstances and the possibility to reduce the time period prescribed by subparagraph 2 of this paragraph.

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

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

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

The arbitral tribunal may hear witnesses or experts by means of videoconferencing.

7. If an arbitral tribunal deems it necessary, a record of the oral hearing may be drawn up which, in particular, may contain a summary of the progress of the hearing. The record of the oral hearing shall be signed by the presiding arbitrator with the consent of other members of the arbitral tribunal. A copy of the record of the oral hearing shall be provided to a party at the latter's request.

8. In view of the circumstances of the case after an oral hearing the arbitral tribunal may propose that the parties submit within the established time periods additional written statements, evidence and other documents pertaining to a limited number of issues related to the claims or defenses, such as arbitration costs that arose in the course of the proceedings. The arbitral tribunal may consider such additional written materials without holding another oral hearing.

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

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

§ 32. Adjournment or Suspension of the Proceedings

Where necessary, such as for the purpose of reaching an amicable settlement of the dispute, in particular for the conduct of mediation the arbitral proceedings in the case may be adjourned or suspended at the request of the parties or on the motion of the arbitral tribunal, on which a respective order shall be rendered.

When a mediation agreement is submitted to the arbitral tribunal, the arbitral tribunal shall render an order on the conduct of a mediation procedure and suspension of the proceedings.

The suspension period shall not be included in the time of the proceedings (subparagraph 5 of § 33, § 35 of the Rules).

§ 33. Expedited Arbitral Proceedings

1. Unless the parties have agreed otherwise and provided that the total amount of all claims filed by any parties within the established time period (except for claims for interest and reimbursement of arbitration costs) does not exceed $50,000, the arbitral proceedings shall be conducted subject to special rules set forth by the present paragraph.

2. As a rule, a case is settled by a sole arbitrator appointed by the procedure provided by § 16 of the Rules.

3. The exchange of written statements related to the merits of the dispute between the parties shall be limited to the filing of a statement of claim and a statement of defense and, in certain cases, a counter-claim and a statement of defense arising out of counter-claim, unless the arbitral tribunal or, before an arbitral tribunal is formed, the Executive Secretary of the ICAC in view of the circumstances of the case deems it expedient to enable the parties to submit additional written statements.

4. The arbitral proceedings shall be based exclusively on written materials without holding an oral hearing, unless either party requests an oral hearing without an unjustified delay or unless the arbitral tribunal decides that an oral hearing would be expedient with the view to the circumstances of the case. In case an oral hearing is held subsequent hearings, as a rule, are not to be held.

5. The relevant bodies and authorized officials of the ICAC and the arbitral tribunal hearing the dispute shall take measures to secure completion of the arbitral proceedings in a case within 120 days after the date of formation of the arbitral tribunal. If necessary, this period may be extended as prescribed by § 35 of the Rules.

6. When the total amount of all claims exceeds the sum indicated in subparagraph 1 of this paragraph, as a result of subsequent amendments or supplements to the claims filed earlier within the prescribed time period, made by any party and the arbitral tribunal permits such amendments or supplements, the expedited arbitration proceedings may continue.

7. In view of the complexity and other circumstances of the case, including amendments or supplements to the claims filed earlier by any party, the arbitral tribunal may deem it inappropriate to conduct the expedited proceedings. The proceedings in such a case shall be carried on by the same arbitral tribunal. Before the arbitral tribunal is formed, the ICAC President may decide not to conduct the expedited arbitral proceedings.

§ 34. Interim Measures of Protection

1. Unless the parties agree otherwise and consistent with § 8 of the Rules, the arbitral tribunal may at the request of any party order either party to take such interim measures of protection as it considers appropriate.

2. The arbitral tribunal may order either party to provide appropriate security in connection with such measures.

3. The parties are compelled to comply with orders and other procedural acts of the arbitral tribunal on interim measures of protection.

4. The arbitral tribunal may modify, suspend or cancel an interim measure of protection taken at the request of any party or in its own discretion if necessary.

5. In cases when a party applies to a competent state court with a request for measures to be taken to secure a claim to be filed, or already filed, with the ICAC, and also in cases when a state court has issued a decision or another procedural act to take such measures, the party shall give immediate notice thereof to the Secretariat and the arbitral tribunal.

§ 35. Duration of the Proceedings in a Case

The competent bodies and authorized officials of the ICAC and the arbitral tribunal hearing the case shall take measures to secure completion of the arbitral proceedings in a case within 180 days from the date of formation of the arbitral tribunal, unless another time period is provided by the Rules. If necessary, the Presidium may, at

the request of the arbitral tribunal or in its discretion, extend the time period of duration of the proceedings.

VII. TERMINATION OF ARBITRAL PROCEEDINGS

§ 36. Making of an Award

1. Making of an arbitral award on the merits of the dispute shall be in the exclusive competence of an arbitral tribunal hearing a particular case.

2. When the arbitral tribunal finds that all the circumstances of the case have been clarified in sufficient detail, it shall proceed to making an award.

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

4. The arbitral proceedings shall be terminated either fully or in the respective part with the making of an award.

§ 37. Contents of the Award

1. The award shall contain, in particular:

- case number;
- date of the award;
- place of arbitration;
- the composition of the arbitral tribunal and its formation procedure;
- names (last name, first name and patronymic, if any), place of location (place of residence) of the parties to arbitral proceedings;
- brief description of the conduct of arbitral proceedings;
- claims and statements of defense of the parties;
- substantiation of the jurisdiction of the arbitral tribunal;
- circumstances of the case established by the arbitral tribunal, evidence on which the conclusions of the arbitral tribunal on

these circumstances are based, and legal norms applied by the arbitral tribunal when making an award;

- reasons for the award, with reference to the applicable legal norms;
- conclusions of the arbitral tribunal on the granting or dismissal of the claim;
- amounts of arbitration costs of the case and apportionment thereof between the parties; and
- signatures of the arbitrators.

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

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

§ 38. Separate Award

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

2. A separate award shall be subject to the respective provisions of § 37 of these Rules.

§ 39. Award on Agreed Terms

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

2. An award made on agreed terms shall be subject to the respective provisions of § 37 of these Rules. The award on agreed terms shall contain, in particular, the conclusions of the arbitral tribunal with respect to the claims in view of the dispute settlement achieved by the parties.

§ 40. Announcement of the Award

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

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

3. The Secretariat may communicate the award to the parties subject to full coverage of the arbitration costs related to considering a dispute, unless such costs were covered by the parties or either of the parties previously.

§ 41. Correction, Interpretation, and an Additional Award

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

If the arbitral tribunal considers the request to be justified, it shall make relevant corrections within 30 days after receipt of the request.

The arbitral tribunal may also make such corrections on its own initiative within 30 days after the date of delivery of the award to the parties.

2. Either party may, with notice to the other party, within 30 days after receipt of the award, request the arbitral tribunal to give a clarification of a particular point or part of the award.

If the arbitral tribunal considers the request to be justified, it shall give the required clarification within 30 days after receipt of the request.

3. Either party may, with notice to the other party, within 30 days after receipt of the award, request the arbitral tribunal to make an additional award as to the claims properly presented in the course of arbitral proceedings but not dealt with in the award.

If the arbitral tribunal considers the request to be justified, it shall make the additional award within 60 days after receipt of the request.

4. The Presidium may, if necessary, on request of the arbitral tribunal or on its own initiative extend the periods referred to in the second part of subparagraph 1, second part of subparagraph 2, and second part of subparagraph 3 of this paragraph.

5. Any orders as to the correction and clarification of the award or an additional award shall be an integral part of the arbitral award, and shall be subject to the respective provisions of § 37 of these Rules.

§ 42. Enforcement of the Award

1. An award shall be binding from the date thereof.

The parties and the arbitral tribunal shall take all efforts necessary to ensure that the award is legally enforceable.

2. An award shall be performed by the parties voluntarily within the period of time fixed in the award. If another period of time is not fixed in the award, the award shall be performed immediately.

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

§ 43. Termination of the Proceedings without Making an Award

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

2. An order on termination of arbitral proceedings shall be issued when:

(a) the claimant withdraws its claim, unless the respondent, within not more than 15 days after receipt of the notice of withdrawal, raises objections to the termination of the arbitral proceedings and a legitimate interest of the respondent in the award being made is recognized; or

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

(c) the continuation of the arbitral proceedings has become unnecessary or impossible for any reasons, in particular, in the absence of prerequisites required for the case to be decided on its merits, such as where, owing to the claimant's inaction, the case makes no progress for more than 120 days.

3. Paragraphs 36 through 41 of the Rules shall accordingly apply to an order on termination of the arbitral proceedings.

4. An order on termination of the arbitral proceedings shall be issued by an arbitral tribunal, and before the arbitral tribunal is formed, by the ICAC President or the Presidium (in cases prescribed by subparagraph 3 of § 25 of the Rules).

5. The issuance of an order on termination of the arbitral proceedings does not in itself prevent refiling of the claim in case this opportunity has not been lost due to the grounds for the termination of the arbitral proceedings, the substance of the provisions of these Rules, other ICAC regulations and rules, or applicable laws.

VIII. MISCELLANEOUS

§ 44. Waiver of the Right to Object

Unless a party raises within the specified period of time or, where none is set, without unjustified delay, an objection to the noncompliance in the course of the arbitral proceedings with any provision of these Rules or other ICAC regulations and rules, the arbitration agreement, or any applicable non-mandatory rules of legislation on arbitration, it shall be deemed to have waived its right to object.

§ 45. Limitation of Liability

The arbitrators, reporters, experts appointed by the arbitral tribunal, persons included in the bodies of the ICAC and authorized officials thereof, the RF CCI and employees thereof shall not be liable to parties or other persons for non-performance or improper performance of their functions in connection with the arbitral proceedings, unless the applicable imperative norms of legislation on arbitration provide otherwise.

§ 46. Confidentiality

1. Unless the parties agree otherwise, the arbitration shall be confidential.

2. Unless the parties agree or the applicable law provides otherwise, the parties, their representatives and other persons engaged by the parties to take part in the arbitral proceedings shall be obligated not to disclose information about disputes settled by the ICAC which became known to them.

3. Arbitrators, reporters, experts appointed by the arbitral tribunal, persons included in the bodies of the ICAC and authorized officials

thereof, the RF CCI and employees thereof shall be obligated not to disclose without the parties' consent information about disputes settled by the ICAC which became known to them and which may impair the legitimate interests of the parties.

4. Arbitral awards and orders may be published with the consent of the Presidium on the condition that names of the parties and other identifying information which may impair the legitimate interests of the parties are removed from the text of the awards.

§ 47. Application of the ICAC Rules

The Rules shall enter into force on the date of their being deposited with the authorized federal agency of executive authority and shall apply to arbitral proceedings commenced on or after that date unless the parties agree otherwise or unless otherwise follows from the substance of their provisions or the applicable legislation on arbitration.

SCHEDULE OF ARBITRATION COSTS[28]

§ 1. Definitions

1. Arbitration costs shall mean registration, security, arbitration and appeal fees, as well as additional costs and expenses incurred by the parties.

2. Fees shall mean registration, security, arbitration and appeal fees.

3. Registration fee shall mean a fee paid when a statement of claim is filed with the ICAC to cover the costs to be incurred in connection with commencement of the proceedings.

4. Security fee shall mean a fee paid when a request for interim measures of protection is filed with the ICAC to cover organizational, technical and administrative costs, as well as costs related to considering the request and issuing the order on this request by the ICAC President or an arbitral tribunal.

5. Arbitration fee shall mean a fee payable in advance for each claim filed with the ICAC to cover costs which include:

1) arbitrators' fees;

2) organizational, material-technical and other costs of the arbitral proceedings;

[28] Appendix No. 6 to Order No. 6 of the Chamber of Commerce and Industry of the Russian Federation dated 11.01.2017.

3) fees of the ICAC President, the ICAC Vice-President, members of the Presidium, members of Nomination Committee and of a reporter.

6. Appeal fee shall mean a fee paid in advance when an appeal statement challenging rulings of the Russian Anti-Doping Agency, sports federations and physical education and sports organizations, including physical education and sports societies, sports clubs and professional sports leagues, is filed with the ICAC.

7. Additional costs shall mean special-purpose costs related to arbitration of a particular dispute (in particular, costs of examination by experts, translation, travel, accommodation and other expenses of arbitrators who are not permanently residing in Moscow and related to their taking part in the ICAC proceedings, as well as travel, accommodation and other expenses of arbitrators related to the conduct of hearings of the ICAC outside Moscow).

8. Parties' expenses shall mean other expenses of the parties related to protection of their interests in proceedings conducted at the ICAC, in addition to expenses specified in the preceding subparagraphs of the present paragraph.

9. Party shall mean each of the claimants and respondents. In cases provided by the applicable legislation and the ICAC Rules, for reimbursement of arbitration costs in accordance with the present Schedule other participants to the proceedings may be equaled to the parties, such as an additional party, a third party, or an interested person that has joined arbitration of corporate disputes.

§ 2. Registration Fee

Where a statement of claim is filed relating to international commercial arbitration or to arbitration of corporate disputes the registration fee shall be equivalent to U.S. Dollars 1,000.

Where a statement of claim is filed relating to arbitration of internal disputes or to sports arbitration the registration fee shall be equivalent to Russian Rubles 10,000.

The registration fee shall not be included in the arbitration fee.

The registration fee paid for a statement of claim filed shall not be refundable.

§ 3. Security Fee

Where a request for taking interim measures of protection by the ICAC President or the arbitral tribunal is filed a security fee shall be payable in the amount equivalent to Russian Rubles 30,000.

The security fee shall not be included in the arbitration fee.

§ 4. Appeal Fee

Where an appeal statement indicated in subparagraph 6 of § 1 of the present Schedule is filed an appeal fee shall be payable in the amount equivalent to Russian Rubles 50,000.

§ 5. Arbitration Fee

1. The arbitration fee shall be calculated in U.S. Dollars in case of arbitration of international commercial or corporate disputes as follows:

Amount of claim (in U.S. Dollars)	**Arbitration fee (in U.S. Dollars)**
Up to 10.000	3.000
10.000 to 50.000	3.000 + 12,5% of the amount above 10.000
50.000 to 100.000	8.000 + 11% of the amount above 50.000
100.000 to 200.000	13.500 + 6% of the amount above 100.000
200.000 to 500.000	19.500 + 3% of the amount above 200.000
500.000 to 1.000.000	28.500 + 1,8% of the amount above 500.000
1.000.000 to 2.000.000	37.500 + 1% of the amount above 1.000.000
2.000.000 to 5.000.000	47.500 + 0,6% of the amount above 2.000.000
5.000.000 to 10.000.000	65.500 + 0,5% of the amount above 5.000.000
Over 10.000.000	90.500 + 0,14% of the amount above 10.000.000

2. The arbitration fee shall be calculated in Russian Rubles in case of arbitration of internal or sports disputes as follows:

Amount of claim (in Russian Rubles)	**Arbitration fee (in Russian Rubles)**
Up to 100.000	10.000
100.000 to 200.000	10.000 + 2% of the amount above 100.000
200.000 to 1.000.000	12.000 + 1.8% of the amount above 200.000
1.000.000 to 2.000.000	26.400 + 0.8% of the amount above 1.000.000
2.000.000 to 10.000.000	34.400 + 0.5% of the amount above 2.000.000
10.000.000 to 30.000.000	74.400 + 0.3% of the amount above 10.000.000
Over 30.000.000	134.400 + 0.2% of the amount above 30.000.000, but not more than 600.000

3. The arbitration fee shall be rounded off to whole numbers: sums of less than 50 cents/kopecks are rounded down, and sums larger than 50 cents/kopecks are rounded up to a U.S. Dollar/a Russian Ruble.

4. Where the statement of claim comprises several claims covered by different arbitration agreements, the total amount of the arbitration fee shall be determined by summing up the amounts of arbitration fees calculated for the claims covered by each of the arbitration agreements.

5. In case proceedings are consolidated, the total amount of the arbitration fee shall be determined by summing up arbitration fees calculated separately for relevant claims before the proceedings are consolidated.

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

7. Fees of arbitrators, the ICAC President, ICAC Vice-Presidents, members of the Presidium and the Nomination Committees and reporters shall be determined in accordance with the Regulations on Remuneration and Fees for Disputes Considered at the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation.

8. The arbitration fee shall be paid in U.S. Dollars, if the amount of the claim is expressed in foreign currency. The arbitration fee

may, at the claimant's request and upon permission of the ICAC Secretariat, be paid in a freely convertible currency other than U.S. Dollars and also in Russian Rubles converted at the exchange rate of the Central Bank of the Russian Federation on the day of payment, unless this contravenes the currency regulations in effect in the Russian Federation.

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

§ 6. Reduction in the Arbitration Fee

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

2. Where the proceedings are terminated by the order of the Presidium for reasons of obvious impossibility of considering a dispute. the arbitration fee shall be reduced by 75 %.

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

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

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

§ 7. Fees for Counter-claim, Claim to an Additional Party, Claim of an Additional Party or Set-off

A counter-claim, a claim to an additional party, a claim of an additional party and also set-off shall be subject to the same rules as apply to the fee for the initial claim. The fee for a counter-claim, a claim to an additional party, a claim of an additional party or set-off shall be calculated by the procedure in effect on the filing date of the initial claim and shall be paid as specified in paragraph 5 of this Schedule.

§ 8. Apportionment of Fees Between the Parties

1. Unless the parties have agreed otherwise, fees shall be borne by the party against which the award is made.

2. If a claim (an appeal statement) is granted in part, the fees shall be borne by the respondent in proportion to the amount of the granted claims, and the claimant shall bear the fees in proportion to the amount of the claim that has been dismissed.

§ 9. Payment of Additional Costs

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

2. Relevant bodies, authorized officials of the ICAC or an arbitral tribunal may make performance of acts in the arbitration of a dispute subject to payment by the parties or either of them of an advance for the additional costs within a fixed period of time.

3. If a party appoints an arbitrator residing permanently beyond the place of the hearings, that party shall be required to deposit an advance for the costs of the participation of such arbitrator in the proceedings (travel expenses, accommodation, visa, and other expenses related to taking part in resolving a dispute at the ICAC). Failing deposit of the required advance within the fixed period of time, the party shall be deemed to have waived its right to appoint an arbitrator, and an arbitrator shall be appointed for the party according to the procedure established in the Rules of arbitration for specific types of disputes.

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

4. In case the parties agree to hold the hearings outside Moscow, any additional expenses, including travel and accommodation expenses of arbitrators, shall be equally borne by the parties.

5. If, in the course of the arbitral proceedings in the case, either of the parties requests the explanations and statements of the parties,

or questions, comments, or directions of the arbitral tribunal to be translated, the costs of translation shall be met by that party.

If the arbitral proceedings in the case are conducted in the foreign language, the possible costs of translation shall be charged to both parties in equal amounts.

6. The additional costs shall be apportioned between the parties taking into account § 8 and § 12 of this Schedule.

§ 10. Payment of Arbitration Costs

1. Any and all payments due to the ICAC shall be made by means of a bank transfer and shall be deemed completed on the day the payment is credited to the account of the Chamber of Commerce and Industry of the Russian Federation.

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

§ 11. Expenses of the Parties

1. A party may request reimbursement by the other party for reasonable expenses it has incurred or will have to incur in connection with the proceedings, in particular, the expenses related to protection of its interests through legal representatives.

Reimbursement of such expenses cannot be claimed after termination of the hearing. The arbitral tribunal may set a deadline for substantiating the amount of such expenses.

2. The expenses shall be apportioned between the parties taking into account § 8 and § 12 of this Schedule.

§ 12. Different Apportionment of Arbitration Fees and Expenses

The arbitral tribunal may, taking into account the circumstances of a particular case, order a different apportionment of the fees, additional costs of the ICAC, and expenses of the parties than that specified in paragraphs 8, 9 and 11 of this Schedule, in particular, it may order one party to reimburse any additional expenses incurred by the other party through inappropriate or bad faith acts of such party, including acts causing unjustified delay in the proceedings.

§ 13. Application of the Schedule of Arbitration Costs

The present Schedule shall enter into force from the date it is deposited with the authorized federal agency of executive authority and shall apply to cases that arose out of statements of claims filed after the Schedule entered into force.

2. MAC Regulations and Rules

REGULATIONS ON ORGANIZATIONAL PRINCIPLES OF ACTIVITY OF MARITIME ARBITRATION COMMISSION AT THE CHAMBER OF COMMERCE AND INDUSTRY OF THE RUSSIAN FEDERATION[29]

§ 1. Maritime Arbitration Commission

1. Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation (hereinafter referred to as "MAC") is an independent, specialized permanent arbitral institution operating in the following areas:

- administering international commercial arbitration compliant with the Russian Law No 5338-I dated 07.07.1993 'On International Commercial Arbitration';
- administering arbitration of other disputes envisaged by international treaties of Russian Federation or federal laws, and;
- execution of certain administering functions with regard to ad hoc arbitration.

2. MAC may also administer arbitral proceedings compliant with Federal Law No 382-FZ dated 29.12.2015 'On Arbitration in the Russian Federation'.

3. Arbitration administering functions shall be executed by relevant bodies and authorized officials of MAC.

4. MAC comprises the General Meeting of listed arbitrators, the Presidium, the Nomination Committee, the President, the MAC Vice-Presidents, and the Secretariat.

5. MAC is headquartered in Moscow, Russian Federation.

[29] Appendix No 1 to Chamber of Commerce and Industry of Russian Federation Order No 5 dated 11.01.2017.

6. The Chamber of Commerce and Industry of Russia shall approve the Regulations on Organizational Principles of the MAC Activity, the MAC Rules, the List of Arbitrators, the Regulations on Arbitration Costs, the MAC Schedule of Remuneration and Fees, and the Regulations on Execution of Certain Ad Hoc Arbitration Administering Functions by Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation (ad hoc Arbitration), as well as shall assist the MAC activity in other ways.

§ 2. Resolution of procedural issues

1. Procedural aspects of arbitration must be resolved by an arbitral tribunal and/or before the arbitral tribunal is formed, by relevant bodies and authorized officials of MAC. Such issues may also be resolved by the presiding arbitrator in case he/she is authorized to do so by the parties or other members of the arbitral tribunal.

Rulings shall be given in regard to procedures of the arbitral proceeding.

2. An arbitral tribunal shall decide whether a dispute, a part of claims, or particular parties fall under its jurisdiction.

An arbitral tribunal may give a separate ruling in regard to its jurisdiction before considering claim on the merits, or it may decide on this issue in the arbitral award.

3. In case the question of MAC jurisdiction over a case arises before an arbitral tribunal is formed, then MAC Presidium may suspend the proceeding for all or a part of some claims and for all or some parties if lack of MAC's competence to administer the claim either fully or partially is conclusively established.

The Presidium is not required to give any reasons to its decision.

4. An arbitral tribunal shall make a decision on its jurisdiction in the event that the Presidium does not order termination of the arbitral proceeding, as prescribed by Clause 3 herein. The fact that the Presidium considers issues indicated in Clause 3 herein but does not order to terminate the proceeding does not predetermine an arbitral tribunal's decision on its jurisdiction.

5. A party shall declare a lack of the arbitral tribunal's jurisdiction within 30 days since the date it receives a copy of the claim. A statement that an arbitral tribunal exceeds its jurisdiction shall be made once a party establishes that the tribunal addresses an issue that falls outside its jurisdiction. Objections to the hearing of a counterclaim or a set-off within the same proceeding and consolidation

of several claims into a single proceeding must be raised within 30 days after a party knows or should know about this circumstance.

In either of these cases, an arbitral tribunal may accept a statement made in a later period if the delay is justifiable.

§ 3. Arbitrators

1. Arbitrators must be elected or nominated from among individuals possessing requisite specialized knowledge in settling disputes within MAC jurisdiction. Arbitrators must be impartial and independent. They must not represent parties to the proceeding.

2. A person assuming the duties of arbitrator shall complete and sign a declaration on a form, approved by the Presidium, stating his/her consent to assume and fulfill the duties of arbitrator, and shall notify the Secretariat of any circumstances likely to cause justified concerns about his/her impartiality or independence with regard to the dispute in the examination of which his/her participation is contemplated as well as of any other legal or factual circumstances which may hinder his/her performance as an arbitrator.

An arbitrator shall immediately notify the MAC Secretariat about any circumstance of the kind as soon as he/she become aware of it in the course of the arbitral proceeding. The MAC Secretariat will notify the parties about such circumstances and shall set deadlines for their comments.

A person assuming the duties of an arbitrator shall immediately submit a brief personal profile to the MAC Secretariat, including information about education, current and former professional activity, unless this information has been submitted to the MAC Secretariat in the previous period or the information has been modified. The MAC Secretariat shall share the information with a party at the latter's request.

3. In case a person elected or nominated arbitrator fails to comply with Clause 2 herein within 15 days since receiving the MAC Secretariat's notification about election/nomination, unless the MAC Secretariat postpones the deadline due to particular circumstances, the person shall be deemed to have rejected arbitrator's functions and his/her election/nomination shall be declared null and void.

4. Arbitrators' compliance with the requirements herein shall be provided in accordance with the Regulations on Arbitrators' Impartiality and Independence approved by the RF CCI.

5. Relationship of arbitrators with parties to an arbitral proceeding and the RF CCI shall be determined by applicable arbitration laws.

No labor or civil law contracts shall be concluded pertaining the execution of their functions.

6. Unless the Regulations provide otherwise, an arbitrator shall stand for any member of an arbitral tribunal, including the presiding arbitrator, or the sole arbitrator, as well as the reserve presiding arbitrator, the reserve sole arbitrator and the reserve arbitrator.

§ 4. Lists of arbitrators

1. The RF CCI shall approve for a period of six years the list of recommended MAC arbitrators indicating the first, middle (if any) and last name of arbitrators, their education, current employment, academic degree and title, specialization, and foreign languages proficiency. The prior list of arbitrators shall stay in effect until a new list is approved.

2. The Nomination Committee shall nominate arbitrators exclusively from the list.

3. Persons who are not listed as arbitrators may also perform arbitrators' functions unless MAC Rules provide otherwise.

§ 5. General meeting of arbitrators

1. Persons listed as the arbitrators shall participate in the General Meeting of Arbitrators.

The General Meeting of Arbitrators shall retain its powers until a new list of arbitrators is approved.

2. The General Meeting of Arbitrators shall, in particular, elect members of the Presidium and the Nomination Committee. Decisions shall be made by a simple majority of all listed arbitrators.

3. Unless the Regulations and applicable arbitration laws provide otherwise, the General Meeting of Arbitrators shall make decisions by a simple majority on condition it is attended by at least half of listed arbitrators. In-person and absentee voting shall be allowed, and arbitrators may submit their votes in writing.

4. The General Meeting formalizes its decisions with a protocol, which, in particular, indicates the outcome of voting. The Chairman and the Secretary of the General Meeting shall sign the protocol.

§ 6. Presidium

1. MAC President and two Vice-Presidents are included in the Presidium ex-officio, in addition to three persons elected by the

General Meeting for a period of six years from the list of arbitrators and a person nominated by the President of the RF CCI. The MAC President chairs the Presidium.

The current Presidium shall continue its activity upon the expiry of tenure until a new Presidium is elected.

Executive Secretary of MAC shall participate in the Presidium meetings in an advisory capacity of Secretary of the Presidium.

2. Presidium shall operate within limits of its jurisdiction prescribed by the Rules and Regulations, including but not limited to analysis and summarization of arbitration practice, enforcement of these Regulations and other MAC Regulations and Rules, as well as dissemination of information about the MAC activity, international relations, etc.

3. Presidium shall make decisions by a simple majority on the condition that at least four members of the Presidium, including the Presidium Chairman, participate in the meeting. In the event of vote parity, the Presidium Chairman has the ultimate voice.

Presidium shall formalize its decisions with a protocol. The Chairman and the Secretary of the Presidium shall sign the protocol.

4. In urgent situations, the Presidium may adopt resolutions by means of absentee voting, with the vote outcomes to be formalized in the minutes.

5. No members of the Presidium shall speak out or vote on resolutions adopted by the Presidium if there is a conflict of interest, in particular if such resolutions relate to arbitral proceedings in which they take part.

6. The Presidium may reassign some of its functions to the MAC President and Vice-Presidents.

§ 7. Nomination Committee

1. Nomination Committee shall nominate, disqualify and terminate powers of arbitrators. The Nomination Committee shall be formed for a period of six years and shall operate until a new committee is elected by the General Meeting of listed arbitrators.

2. Nomination Committee shall consist of four persons elected by the General Meeting from the List of Arbitrators and one person appointed by the President of the RF CCI.

3. Committee shall be reshuffled at least by a third, proportionately to the number of elected and appointed members, within the first three years after the election. Elected members of the Nomination Committee subject to rotation shall be designated by listed arbitrators.

Appointed members of the Nomination Committee subject to rotation shall be designated by the President of the RF CCI.

The same person cannot be a member of the Nomination Committee for three years after his/her rotation.

4. Nomination Committee shall elect its Chairman and Vice-Chairman by a simple majority. The Chairman shall supervise the activity of the Nomination Committee. The Vice-Chairman shall supervise the activity of the Nomination Committee in his/her absence.

5. MAC President and Vice-Presidents may assume an advisory role in the Nomination Committee meetings.

MAC Executive Secretary or his/her deputy may take part in Nomination Committee meetings in the advisory capacity of the Nomination Committee Secretary.

6. Nomination Committee has the authority to nominate, disqualify and terminate powers of arbitrators.

7. Nomination Committee shall make decisions by a simple majority on condition of the turnout of at least half of its members. In the event of vote parity, the Nomination Committee Chairman has the ultimate voice.

Nomination Committee shall formalize its decisions with a protocol. The protocol shall be signed by the Chairman and the Secretary of the Nomination Committee.

8. Nomination Committee may decide on urgent cases by means of absentee voting, and the vote outcomes shall later be formalized in the minutes.

9. Nomination Committee members shall abstain from participating in a debate and making of a decision if there is a conflict of interest, such as in a case when they are engaged in related arbitral proceedings.

10. Nomination Committee may reassign some of its functions in the nomination of arbitrators to the MAC President and Vice-Presidents in urgent cases.

§ 8. MAC President and Vice-Presidents

1. President of the RF CCI shall appoint MAC President and two Vice-Presidents for a period of six years from the list of arbitrators.

The current MAC President and Vice-Presidents shall continue to operate upon the expiry of tenure until a new MAC President and new Vice-Presidents are appointed.

The same person cannot be appointed the MAC President for more than two consecutive terms since the moment the Regulations take effect.

2. MAC President shall make every effort to operate in the best interests of MAC and shall act on behalf of MAC inside and outside Russian Federation.

MAC President shall administer arbitration and address other issues pertaining to MAC proceedings unless they fall under the competence of other MAC bodies and authorized officials or an arbitral tribunal in accordance with these Regulations and other MAC Rules and Regulations.

3. MAC Vice-Presidents shall administer arbitration in the procedure prescribed by these Regulations and other MAC Rules and Regulations.

4. MAC President may assign other functions to MAC Vice-Presidents.

5. MAC Vice-Presidents shall act in the MAC President's stead on his/her orders and in his/her absence.

§ 9. MAC Secretariat

1. Secretariat shall fulfill the duties in accordance with the present Regulations for administering arbitration of disputes considered at MAC including the duties related to organizing arbitral proceedings and relevant paperwork.

2. Secretariat shall be headed by the Executive Secretary of MAC to be appointed by the President of the RF CCI. The Executive Secretary of MAC shall have a degree in law and be fluent in English.

3. MAC Executive Secretary shall have two deputies appointed by the President of the RF CCI.

4. A deputy shall act in the MAC Executive Secretary's stead in his/her absence.

5. MAC Executive Secretary and his/her deputies shall administer arbitration processes on the basis of these Regulations and other MAC Rules and Regulations and shall be subordinated to the MAC President and Vice-Presidents.

§ 10. Reporters

1. Either MAC Executive Secretary or the deputy of the MAC Executive Secretary shall appoint a case reporter. The appointed case reporter must keep minutes, attend in-camera meetings of the arbitral tribunal, and fulfill instructions of the arbitral tribunal given in relation to an arbitral proceeding.

Unless the proceedings are terminated before an arbitral tribunal is formed, the arbitral tribunal is requested to propose a candidate for the role of a case reporter.

2. The list of reporters shall be approved by the Presidium and regularly updated. Reporters shall have a degree in law, and, as a rule, be fluent in a foreign language.

3. An arbitral tribunal or a sole arbitrator may appoint a person, who is not listed as a reporter with the consent of the MAC President in case this person meets the requirements specified by Clause 2 herein.

4. An arbitral tribunal or a sole arbitrator may not appoint a case reporter, if there is consent of the MAC President.

§ 11. MAC offices

1. MAC may open offices outside of its registered seat. MAC Presidium shall decide on opening MAC offices.

2. An arbitration agreement submitted to a MAC office shall be regarded as an arbitration agreement submitted to MAC.

A dispute of the kind shall be arbitrated in accordance with these Regulations and other MAC Rules and Regulations and shall be administered by the MAC's authorized bodies and officials.

3. The place of arbitration shall be the seat of MAC office unless MAC President decides otherwise, depending on circumstances of the case.

4. Executive Secretary of a MAC office shall be a member of MAC Secretariat.

5. The activity of the MAC offices is supported by branches (representative offices) of the RF CCI established specially for this purpose.

6. MAC Presidium may terminate the activity of a MAC office.

§ 12. Exclusion of liability

Arbitrators, reporters, experts engaged by an arbitral tribunal, members of the MAC bodies and authorized representatives, the RF CCI and its employees shall not be liable to the parties or third persons for the failure to execute or improper execution of their functions in connection with arbitral proceedings unless arbitration law imperatively provides otherwise.

§ 13. Storing of materials in proceedings

Arbitral awards, rulings terminating arbitral proceedings and other materials shall be stored in MAC for five years since the final date of the relevant proceedings.

§ 14. Validity of Regulations

The Regulations shall take effect on the day they are deposited with the authorized federal executive agency.

RULES OF MARITIME ARBITRATION COMMISSION AT THE CHAMBER OF COMMERCE AND INDUSTRY OF RUSSIA[30]

I. GENERAL PROVISIONS

§ 1. Scope of Rules

1. The Rules of Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation (hereinafter referred to as "MAC") shall apply to disputes referred to Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation (hereinafter referred to as "RF CCI") arising out of contractual or other civil law relationships in the area of commercial shipping irrespective of whether or not the parties fall under both Russian Federation and foreign jurisdiction, or exclusively under Russian Federation or foreign jurisdiction. For instance, disputes referred to MAC may concern:

1) vessel chartering, maritime transportation, and mixed transportation (river-sea);
2) maritime towing of vessels and other floating objects;
3) maritime insurance and reinsurance;
4) purchase, sale, mortgaging and repairs of marine vessels and other floating objects;

[30] Appendix No 1 to Chamber of Commerce and Industry of the Russian Federation Order No 5 dated 11.01.2017.

5) piloting, ice channeling, agency and other marine-sailing services for marine and inland waterway vessels, insofar as these operations relate to the sailing of the vessels at sea;

6) engagement of ships in scientific research, mineral development, hydrotechnical and other works;

7) salvage of a marine vessel or an inland waterway vessel by a marine vessel, as well as salvage of an inland waterway vessel by another inland waterway vessel at sea;

8) removal of a sunken ship or sunken property;

9) collision between marine vessels, between a marine vessel and an inland waterway vessel, or between two inland waterway vessels at sea, as well as damage done by a vessel to port infrastructures, navigation means and other facilities;

10) damage done to fishing nets and other equipment for extracting (fishing)water bio-resources and other damage caused in the process of commercial fishing.

MAC shall also settle disputes arising out of navigation of marine vessels and inland waterway vessels along international rivers in cases specified herein and disputes related to foreign voyages of inland waterway vessels.

2. MAC shall settle disputes in accordance with Russian Federation Law No 5338-1 dated 07.07.1993, 'On International Commercial Arbitration' and other federal laws or international treaties of the Russian Federation.

Disputes covered by international treaties of the Russian Federation shall also be arbitrated in accordance with the Rules.

3. Any disputes submitted to MAC under agreements concluded before 1 September 2016 which were capable of settlement by international commercial arbitration on the basis of Russian Law No 5338-1 dated 7 July 1993, 'On International Commercial Arbitration' effective as of the date of their conclusion shall also be settled in accordance with the Rules.

4. An arbitral tribunal shall conduct arbitral proceedings consistent with the norms of applicable arbitration laws and the Rules. It may be possible to deviate from the Rules in cases prescribed herein.

5. Where any question is not governed by the Rules or a direct agreement between the parties, an arbitral tribunal shall use the applicable arbitration laws and conduct the arbitral proceedings as it

sees fit, providing equal treatment and reasonable opportunity to each party to defend their interests.

6. The Rules shall be applied together with the Rules on Organizational Principles of MAC Activity, the Rules on Arbitration Costs, and MAC Schedule of Remuneration and Fees.

§ 2. Security measures imposed by Chairman

1. MAC Chairman may, at the request of a party, determine the amount and the form of security for a claim in arbitral proceedings to be administered by MAC; for instance, he/she may impose an attachment on a vessel of the other party anchored in a Russian port or a cargo of the other party located in a Russian port.

2. At the request of any party, MAC Chairman may revise his/her ruling on security measures (i.e., modify the form, the amount or the terms of security measures).

3. MAC Chairman may demand that any party provide appropriate security.

II. COMMENCEMENT OF ARBITRAL PROCEEDINGS

§ 3. Bringing of a Claim

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

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

§ 4. Contents of the Statement of Claim

1. The statement of claim shall include:

(a) the date of the statement of claim;

(b) name (surname, first name and patronymic if any), place of residence (location), postal addresses, telephone and fax numbers, and e-mail addresses of the parties;

(c) substantiation of the jurisdiction of MAC;

(d) demands of the claimant;

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

(f) evidence confirming such circumstances;

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

(h) amount of the claim;

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

(j) a list of documents and other materials attached to the statement of claim.

2. The statement of claim shall be signed by the claimant or his authorized representative and be accompanied by documented evidence of his powers.

3. Where the parties have so agreed, the statement of claim shall contain information about the intended arbitral tribunal, in particular the identity of the claimant's nominated arbitrator and reserve arbitrator (§15 of the Rules).

§ 5. Amount of the Claim

1. The amount of the claim shall be:

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

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

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

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

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

2. Where the claim consists of several demands covered by the same arbitration agreement, the amount of the claim shall be the total amount of all demands.

3. Where the claim consists of several demands covered by different arbitration agreements, the amount of the claim shall be calculated separately for the demands covered by each agreement.

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

5. Where the claimant has not stated or has misstated the amount of the claim, the Presidium of MAC, on the proposal of MAC Secretariat or an arbitral tribunal, shall determine the amount of the claim on the basis of available information.

§ 6. Rectification of the Statement of Claim

1. Where a statement of claim has been filed that does not comply with the Rules, the Executive Secretary of MAC may invite the claimant to rectify the defects found within a period of time that shall not exceed 15 days from the date on which such invitation is received.

2. Where the claimant has not, in spite of the invitation to rectify the defects of his statement of claim, rectified the defects within the set period and insists that the arbitral proceedings be held, the arbitral proceedings shall progress and either an arbitral award or a ruling to terminate the arbitral proceedings shall be rendered.

3. The provisions of this paragraph shall equally apply to counter-claims and set-offs.

§ 7. Statement of Defense

1. Considering § 6 herein the Executive Secretary of MAC shall give the respondent notice of a statement of claim filed and shall send to the respondent a copy of the statement of claim and copies of the documents attached thereto after an adequate number thereof has been submitted and an arbitration fee is fully prepaid.

2. Simultaneously, the Executive Secretary of MAC shall invite the respondent to submit a statement of defense within a period of 30 days from receipt of the statement of claim. The Executive Secretary may move the deadline at the respondent's justifiable request, or MAC Chairman may do so after the formation of an arbitral tribunal.

3. The statement of defense shall contain:

(a) the date of the statement of defense;

(b) the name (surname, first name and patronymic if any), place of residence (location), postal address, telephone and fax numbers, and e-mail address of the respondent;

(c) acknowledgement or objections to the demands by the respondent;

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

(e) evidence supporting such circumstances;

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

(g) a list of documents attached to the statement of defense.

4. The statement of defense shall be signed by the respondent or an authorized person and accompanied by documented evidence of his powers.

5. This rule shall equally apply to the statement of defense to counter-claims and to set-offs.

§ 8. Counter-claim and set-off

1. The respondent may, within the period of 30 days from the receipt of the statement of claim, make a counter-claim or a set-off.

2. It is possible to make a counter-claim or a set-off provided that:

- there is an arbitration agreement covering such a claim or set-off along with the demands of the principal claim, or;
- there is another arbitration agreement compatible with the principal claim, which refers the dispute to MAC, and the counter-claim or the set-off are related to the principal claim as a matter of substantive law.

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

The arbitral tribunal may refuse permission for a counter-claim or set-off to be made taking into account the delay.

4. The counter-claim and set-off claim shall meet requirements of the Rules applicable to the principal claim.

§ 9. Costs of the Arbitral Proceedings

1. The claimant shall pay a non-refundable registration fee for a statement of claim at the moment of its filing. The claim shall not be deemed submitted before the registration fee is paid.

2. The claimant shall make an advance payment of the arbitration fee for each claim submitted. The registration fee is not included in the claimant's advance payment.

The proceeding shall not progress until the advance payment is made by the claimant.

3. A security fee shall be paid by the party requesting security for the claim. The request for security shall not be deemed submitted before the fee is paid.

4. The amount of the registration, arbitration and security fees, the manner of their payment and distribution, and the manner of payment of other arbitration expenses are specified in the Regulations on Arbitration Costs.

III. SUBMISSION AND TRANSMISSION OF DOCUMENTS

§ 10. Submission of Documents

1. All documents relating to the commencement and conduct of the arbitral proceedings shall be submitted to MAC in five identical copies, and where the dispute is settled by a sole arbitrator, three copies shall be required, provided that the number of copies shall increase where more than two parties are involved in the dispute, unless otherwise specified, where appropriate, by the Executive Secretary of MAC or an arbitral tribunal.

2. The Executive Secretary of MAC or an arbitral tribunal may direct that parties submit documents indicated in Clause 1 herein also in the electronic form.

§ 11. Mailing and Delivery of Documents

1. The Secretariat shall mail the case documents to either of the parties at the addresses given by the respective party or by the other party. The parties shall immediately notify MAC of any changes in the addresses given previously.

2. All documents submitted by either of the parties to MAC shall be transmitted by the Secretariat to the other party, unless these documents have been transmitted by such party to the other party

during the arbitral proceedings. Any reports prepared by experts or other documents classified as evidence on which an arbitral award may be based shall be transmitted to the parties as well.

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

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

5. A communication shall be deemed received on the day when it is received by a party or when it should have been received if sent as specified herein even if the party fails to appear to receive the communication, refuses the receipt, or does not reside, or is not located at the relevant address.

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

IV. MULTIPLE CLAIMS AND PARTIES TO ARBITRAL PROCEEDING

§ 12. Multiple-claim proceedings

The claimant may request to consolidate claims into a single arbitral proceedings provided that:

- there is an arbitration agreement covering these claims, or;
- these claims are covered by several compatible arbitration agreements referring the claims to MAC, connected by substantive law.

§ 13. Consolidation of proceedings

1. MAC Presidium may consolidate proceedings at the request of any party with the consent of other parties to the proceedings.

2. MAC Presidium may also consolidate arbitral proceedings at the request of any party provided that:

- there is an arbitration agreement covering these claims and there are no other impediments to consolidation of proceedings, or;
- these claims are covered by several compatible arbitration agreements, referring the claims to MAC, connected by substantive law.

The Presidium shall consider the progress of each arbitral proceedings, the possible risk of contradictory arbitral awards and the desired efficiency of the proceedings in its decision to consolidate the proceedings.

3. Unless all parties agree otherwise, several arbitral proceedings shall be consolidated to the arbitral proceedings that started first. The powers of arbitrators conducting the other proceedings shall be terminated.

4. Arbitral proceedings shall not be consolidated if there are arbitral tribunals with different members formed by the time of the filing of second or subsequent proceedings unless there is consent between all parties. Arbitral proceedings shall progress separately if MAC Presidium rules against their consolidation.

§ 14. Engagement of third parties

1. A third party, which makes no claims against parties to the arbitral proceedings, may be involved or join arbitral proceedings provided that:

- there is an arbitration agreement covering parties to the proceeding and the third party, or
- all parties and the third party agree to involve the third party in the proceedings within 15 days since the filing of the third party's request to join. Executive Secretary of MAC or the arbitral tribunal may extend this time considering particular circumstances of the case.

2. A request for involving a third party or allowing a third party to join the proceedings shall be made by the deadline for the submission of a statement of defense. Executive Secretary of MAC may reasonably extend this time or MAC Chairman may do so after the formation of an arbitral tribunal.

V. THE ARBITRAL TRIBUNAL

§ 15. Composition of the Arbitral Tribunal

1. If the parties have not agreed otherwise, an arbitral tribunal in the case shall be established as required under sub-paragraphs 2 to 10 of this paragraph.

2. An arbitral tribunal shall consist of two arbitrators, unless the Appointing Committee decides, in its own discretion, in view of the complexity of the case, the total amount of the claims filed in due time (which shall not, as a rule, exceed $15,000 excluding interest and arbitration costs), and other circumstances, that the case shall be settled by a sole arbitrator.

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

4. If the claimant does not choose an arbitrator within the period of time referred to in sub-paragraph 3 of this paragraph, the Appointing Committee shall appoint an arbitrator for him.

5. Where an arbitral tribunal is to be composed of two arbitrators, the respondent shall, within 15 days after receipt of a notice from MAC Secretariat that an arbitrator has been chosen or appointed by the claimant, give MAC notice of the arbitrator chosen by him.

6. If the respondent does not choose an arbitrator within the period of time referred to in sub-paragraph 5 of this paragraph, the Appointing Committee shall appoint an arbitrator for him.

7. Where two arbitrators have not reached an agreement on the arbitration award, the Appointing Committee shall appoint the presiding arbitrator, as a rule, from the List of Arbitrators.

8. If there are multiple claimants or multiple respondents, the claimants, jointly, shall appoint one arbitrator and the multiple respondents, jointly, shall by their agreement appoint one arbitrator to an arbitral tribunal composed of two arbitrators.

If claimants or respondents do not agree upon an arbitrator, the Appointing Committee shall appoint an arbitrator for them. The Appointing Committee may then also appoint an arbitrator for the other party as well. In this case, powers of the arbitrator appointed by the other party shall expire.

9. Where a case is examined by a sole arbitrator, the Appointing Committee shall appoint a sole arbitrator, as a rule, from the List of Arbitrators.

10. A reserve arbitrator may be elected or appointed in the arbitrator's election or appointment procedure.

11. The Appointing Committee may authorize MAC Chairman to appoint an arbitrator.

12. The duties of an arbitral tribunal and the presiding arbitrator thereof, in accordance with these Rules, shall also apply to a sole arbitrator.

§ 16. Challenge of an Arbitrator

1. Any party may challenge an arbitrator if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A challenge also may be made if an arbitrator lacks the qualifications stipulated by an agreement between the parties and applicable laws.

2. The notice of challenge by itself does not suspend or terminate powers of the arbitrator.

3. A party may challenge an arbitrator appointed by it or with its participation on grounds which become known to it only after the arbitrator's appointment.

4. A party may send a written notice of challenge stating the reasons therefore to the Appointing Committee within 15 days after being notified of the composition of the arbitral tribunal, or having become aware of circumstances that can serve as a reason for challenge. Unless a party makes a challenge within the period of time referred to above it shall be deemed to have waived its right to challenge consistent with § 41 herein.

The Appointing Committee may, in its discretion, consider the merits of the notice of challenge filed after the deadline provided that there is a reasonable explanation for the late filing and having regard to the nature of reasons for challenge.

5. If the challenged arbitrator does not withdraw voluntarily or if the other party does not agree to the challenge, a decision on the recusal of the arbitrator from his appointment shall be made by the Appointing Committee.

The Appointing Committee may, in its discretion, make the decision on the recusal of the arbitrator from his appointment for reasons referred to in sub-paragraph 1 of this paragraph.

6. The provisions of sub-paragraphs 1 to 4 of this paragraph shall also apply to an arbitrator chosen or appointed as reserve arbitrator.

7. The reasons referred to in sub-paragraph 1 of this paragraph may justify a challenge to a reporter, an expert or an interpreter

participating in the proceedings. In this case, the decision on the release from the appointment shall be made by the arbitral tribunal.

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

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

2. In all other cases, where differences remain over any of the reasons referred to in sub-paragraph 1 of this paragraph, and if the arbitrator has not applied for voluntary withdrawal, each party may request the Appointing Committee to make a decision on the termination of the powers of an arbitrator.

The Appointing Committee may, in its discretion, make the decision to terminate the powers of an arbitrator for reasons referred to in sub-paragraph 1 of this paragraph.

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

4. Voluntary withdrawal of an arbitrator or consent of the parties to terminate his powers in accordance with sub-paragraph 1 of this paragraph or sub-paragraph 1 of § 16, shall not signify recognition of any of the reasons referred to in sub-paragraph 1 of this paragraph or sub-paragraph 1 of § 16 of these Rules.

§ 18. Replacements in the Arbitral Tribunal

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

The provisions of this sub-paragraph shall apply where the parties have not agreed otherwise.

2. Where necessary, and taking into account the opinions of the parties, the new arbitral tribunal may review the issues examined during the previous oral hearings in the case before the replacement.

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

VI. ARBITRAL PROCEEDINGS

§ 19. General Principles of the Proceedings

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

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

§ 20. Place of Arbitration

1. The place of the arbitration is Moscow, Russian Federation.

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

3. Unless the parties agree otherwise, the arbitral tribunal may, subject to approval by the Executive Secretary of MAC, and if necessary, hold hearings and other sessions involving witnesses, experts or the parties and examine goods, other properties or documents in a place other than Moscow.

§ 21. Language of the Arbitral Proceedings

1. The parties may agree, in their discretion, on a language or languages of the arbitral proceedings. Unless provided otherwise, any such agreement shall apply to any written statement by a party, any hearing and any arbitral award or message of the arbitral tribunal.

Arbitral proceedings in a case shall be conducted in the Russian language, unless the parties agree otherwise.

2. The parties shall submit other documents related to the arbitral proceedings in the language of the arbitration, or in the language of the contract, or in the language of the correspondence between the parties.

Written documents shall be submitted in the original language.

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

§ 22. Applicable Law

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

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

3. The arbitral tribunal shall make decisions in accordance with the terms and conditions of the contract taking into account the customs applicable to the transaction.

§ 23. Representation of the Parties

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

The name (surname, first name and patronymic if any), postal addresses, telephone and fax numbers, and e-mail addresses of the representative and documentary certification of his powers shall be immediately presented to the Secretariat or the arbitral tribunal.

2. A party shall ensure compliance of its representative with the Rules. By authorizing a representative to act on its behalf, the party thereby confirms the agreement of its representative to comply with the Rules and other MAC regulations.

When a representative fails to comply with the Rules or other MAC regulations, as well as instructions received from MAC bodies and authorized representatives or the arbitral tribunal to the extent

of their authority, MAC bodies and authorized representatives or the arbitral tribunal may take relevant measures, for instance, take into consideration the improper conduct of the representative in their decision on distribution of arbitration expenses, issue a warning or invite the party to appoint another representative.

3. After an arbitral tribunal is formed, a party may replace its representative only provided that this replacement will not create grounds for challenging any arbitrator or denial of recognition and enforcement of an arbitral award.

A party shall notify the Secretariat and the arbitral tribunal about its intention to replace the representative in advance.

§ 24. Preparation of the Case for Arbitration

1. The arbitral tribunal shall check the progress in the preparation of a case for arbitration and, if it deems necessary, take further measures to have the case prepared.

In particular, it shall set a schedule for the arbitral proceedings and, depending on circumstances of the case, order that written explanations, evidence, and other additional documents be submitted by the parties. If further measures are taken to prepare the case, time limits shall be set for such measures to be carried out; the time, place and procedure of the oral hearing may be established, and a range of issues to be addressed may be determined according to the relevant stages in the proceeding.

It may also inquire about the opinion of the parties on the preparatory measures.

Depending on the complexity of the case, the arbitral tribunal may hold a planning conference with the parties and their representatives, either in person or on the phone/by videoconferencing.

The arbitral tribunal may take additional measures to prepare the case or may adjust the schedule of the proceedings to changes in circumstances.

2. The arbitral tribunal may give the Executive Secretary of MAC instructions in connection with the preparation and conduct of the arbitration. It may also request the Executive Secretary to invite the parties to hearings.

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

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

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

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

The arbitral tribunal may refuse to authorize such amendment or supplement to the claim or explanation thereof, having regard to any delay thereby caused.

§ 26. Evidence

1. The parties shall be required to prove the circumstances relied on to support their claims or defense.

The arbitral tribunal may require the parties to produce further evidence.

It also may, in its discretion, order an expert examination and request evidence to be produced by third parties, and also call and hear witnesses.

2. A party may submit written evidence in the original or as a certified copy of the original. The arbitral tribunal may demand that the parties submit the original documents.

3. The arbitral tribunal shall verify the acceptability, applicability and significance of the evidence.

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

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

5. Evidence shall be submitted within such period of time as is specified in § 24 and 25 of these Rules.

§ 27. Oral Hearing

1. An oral hearing shall be held to allow the parties to present their case on the basis of the evidence submitted by them and for an oral debate.

The hearing shall be held in camera. The arbitral tribunal may, with the consent of the parties, allow persons who did not participate in the arbitral proceedings to be present at the hearing.

2. The parties shall be given notice of the time and place of the oral hearing so that they have at least 20 days to prepare for, and arrive at, the oral hearing. This period may be reduced by the consent of the parties.

3. Where subsequent oral hearings are required, the arbitral tribunal shall set the dates thereof in view of the particular circumstances and the possibility to reduce the period prescribed by sub-paragraph 2 of this paragraph.

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

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

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

The arbitral tribunal may hear witnesses or experts by means of videoconferencing.

7. A record of the oral hearing may be drawn up if the arbitral tribunal deems this expedient to give a brief description of the proceeding. The record is signed by members of the arbitral tribunal, and its copy is provided to a party at the latter's request

8. After an oral hearing and, in view of circumstances of the case, the arbitral tribunal may offer that the parties submit by a deadline additional written statements, evidence and other documents pertaining to a limited number of issues covered by the claims or statements of defense, such as arbitration costs. The arbitral tribunal may consider such additional written materials without holding another oral hearing.

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

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

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

Where necessary, such as for the purpose of reaching an amicable agreement, the hearing of the case may be adjourned at the request of the parties or on the motion of the arbitral tribunal, or the proceedings in the case may be suspended. Adjournment of the hearing or suspension of the proceedings shall be directed by a ruling.

When a mediation agreement is submitted to the arbitral tribunal, the arbitral tribunal shall order a mediation procedure and suspend the proceeding.

The suspension period is not included in the time for the proceedings (sub-paragraph 5 § 30, § 32 of the Rules).

§ 30. Expedited arbitration

1. Unless the parties agree otherwise and provided that the total amount of claims filed by any parties in due time (not including claims for interest and reimbursement of arbitration costs) is not more than $15,000, the arbitral proceedings may be carried out as prescribed by this paragraph.

2. As a rule, a case is heard by a sole arbitrator appointed as prescribed by § 15 of the Rules.

3. The exchange of written statements between the parties is limited to the filing of a claim and a statement of defense and, in certain cases, a counter-claim and a relevant statement of defense thereto, unless the arbitral tribunal or, before an arbitral tribunal is formed, the Executive Secretary of MAC, deems it expedient to enable the parties to submit additional written statements, considering the circumstances of the case.

4. The proceedings are based exclusively on written materials, and there is no oral hearing unless either party requests an oral hearing without an unjustified delay or unless the arbitral tribunal

decides that an oral hearing would be expedient, considering the circumstances of the case. There is only one oral hearing, as a rule.

5. MAC bodies and authorized representatives and the arbitral tribunal shall take measures to complete the proceeding within 120 days after the formation of the arbitral tribunal. If necessary, the period may be extended as prescribed by § 32 of the Rules.

6. When the total amount of claims exceeds the sum indicated in subparagraph 1 of this paragraph as a result of modification of or additions to the claim filed earlier by any party and the arbitral tribunal permits this modification or these additions, the expedited arbitration proceeding may continue.

7. Having regard to the complexity of the case and other circumstances, including modification of and additions to the claims filed earlier by any party, the arbitral tribunal may deem further expedited procedure to be inappropriate. The proceedings shall be carried on by the same arbitral tribunal. Before the arbitral tribunal is formed, MAC Chairman may decide not to conduct the expedited arbitral proceeding.

§ 31. Interim Measures of Protection

1. Unless the parties agree otherwise, the arbitral tribunal may, considering § 9 of the Rules, at the request of a party, order either party to take such interim measures of protection in respect of the subject matter of the dispute as it considers appropriate.

2. The arbitral tribunal may order either party to provide appropriate security in connection with the interim measures of protection taken.

3. The parties are obliged to comply with rulings and other procedural acts of the arbitral tribunal on interim measures of protection.

4. The arbitral tribunal may change, suspend or cancel the taken interim measure of protection on the motion of each of the parties or, where necessary, on its own initiative.

5. If a party approaches a competent state court with a request for measures to be taken to secure a claim to be filed, or already filed, with MAC, or if a public court has issued a decision to take such measures, the party shall give immediate notice thereof to the Secretariat and the arbitral tribunal.

§ 32. Proceedings timeframe

Relevant bodies and authorized representatives of MAC and the arbitral tribunal shall take measures to complete the proceedings within 180 days after the formation of the arbitral tribunal unless the Rules provide otherwise. MAC Presidium may extend time for the proceedings, if necessary, at the request of the arbitral tribunal or in its own discretion.

VII. TERMINATION OF ARBITRAL PROCEEDINGS

§ 33. Making of an Award

1. The arbitral tribunal has the exclusive power to make an arbitral award.

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

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

4. The arbitral proceedings may be terminated either fully or partially with the making of an award.

§ 34. Contents of the Award

1. The award shall contain, in particular:

- case number;
- date of the award;
- lace of arbitration;
- full names of the arbitrators and arbitral tribunal's formation procedure;
- names (surname, first name and patronymic if any) of the parties in dispute and location (or place of residence) of the parties;
- a brief description of the progress of the arbitral proceedings;
- claims and statements of defense;

- reasons for jurisdiction of the arbitral tribunal;
- circumstances of the case established by the arbitral tribunal on which the award is based, and law applied in the proceeding;
- award motivation, including applicable law;
- conclusion of the arbitral tribunal on the granting or dismissal of the claim;
- amounts of arbitration fees and costs of the case, and apportionment thereof between the parties; and
- signatures of the arbitrators.

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

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

§ 35. Partial Award

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

2. A partial award shall be subject to the respective provisions of § 34 of these Rules.

§ 36. Award on Agreed Terms

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

2. An award made on agreed terms shall be subject to the respective provisions of § 34 of these Rules. The arbitral tribunal shall indicate in the award its conclusions reflecting the dispute settlement terms reached by the parties.

§ 37. Announcement of the Award

1. Before the award is signed, the arbitral tribunal shall, within a reasonable time in advance, deliver the draft award to MAC Secretariat.

MAC Secretariat may, without infringing on the independence of the arbitrators to make the award, direct the attention of the arbitrators to discrepancies, if any, between the draft award and the formal requirements placed on the award by these Rules. If such discrepancies are not rectified, MAC Secretariat may inform MAC Presidium of this.

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

3. MAC Secretariat may communicate the award to the parties subject to full coverage of the arbitration costs of the case by the parties, unless such costs were covered by the parties or one of the parties previously.

§ 38. Correction, Interpretation, and an Additional Award

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

If the arbitral tribunal considers the request to be justified, it shall make relevant corrections within 30 days after receipt of the request.

The arbitral tribunal also may make such corrections on its own initiative within 30 days after the date of delivery of the award to the parties.

2. Either party may, by notice to the other party, within 30 days after receipt of the award, request the arbitral tribunal to give an interpretation of a particular point or part of the award.

If the arbitral tribunal considers the request to be justified, it shall give the required interpretation within 30 days after receipt of the request.

3. Either party may, with notice to the other party, within 30 days after receipt of the award, request the arbitral tribunal to make an additional award as to any claims properly presented in the arbitral proceedings but not dealt with in the award.

If the arbitral tribunal considers the request to be justified, it shall make the additional award within 60 days of receipt of the request.

4. MAC Presidium may, if necessary, extend the periods referred to in the second part of sub-paragraph 1, second part of sub-paragraph 2, and second part of sub-paragraph 3 of this paragraph.

5. Any rulings as to the correction and interpretation of the award or an additional award shall be an integral part of the arbitral award, and shall be subject to the respective provisions of § 34 of these Rules.

§ 39. Execution of the Award

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

The parties and the arbitral tribunal shall ensure that the award is executable.

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

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

§ 40. Termination of the Proceedings without Making an Award

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

2. A ruling to terminate the proceedings shall be issued when:

(a) the claimant withdraws his claim, unless the respondent, within 15 days after receipt of the notice of withdrawal, raises objections to the termination of the proceedings and the arbitral tribunal recognizes a legitimate interest of the respondent in obtaining a final resolution of the dispute; or

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

(c) the arbitral tribunal finds that continuation of the proceedings has become unnecessary or impossible for any reasons, in particular, in the absence of prerequisites required for the case to be arbitrated and decided on its merits, such as where, owing to the claimant's inaction, the case makes no progress for more than 120 days.

3. Paragraphs 33 through 38 of these Rules shall apply to a ruling to terminate the proceedings.

4. A ruling to terminate the proceedings shall be issued by the arbitral tribunal or, before the arbitral tribunal is formed, by MAC Chairman or the Presidium (in cases prescribed by sub-paragraph 3 § 2 of the Regulations on Organizational Principles of MAC Activity).

5. The termination of proceedings without making an award in itself does not prevent refiling of the claim if this opportunity has not been lost by reason of the grounds for the termination of proceedings, provisions of these Rules or applicable laws.

VIII. MISCELLANEOUS

§ 41. Waiver of the Right to Object

Unless a party raises within the specified period of time or, where none is set, without unjustified delay, during the proceedings conducted at MAC, an objection to the non-compliance with any provision of these Rules or other MAC regulations, the arbitration agreement, or any applicable rules of arbitration, it shall be deemed to have waived its right to object.

§ 42. Confidentiality

1. Unless the parties agree otherwise, the arbitral proceedings are confidential.

2. Unless the parties agree or the applicable law provides otherwise, the parties, their representatives and others engaged by the parties in the arbitral proceedings shall refrain from disclosing information about disputes settled by MAC.

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

4. Arbitral awards may be published with the consent of MAC Presidium on the condition that names of the parties and other identifying information which may impair the legitimate interests of the parties are removed from the text of the awards.

§ 43. Application of MAC Rules

The Rules shall take effect at the date of their depositing with the authorized federal executive agency and apply to arbitral proceedings commenced on that date unless the parties agree otherwise or unless otherwise provided for by these Rules or applicable arbitration laws.

SCHEDULE ON MAC ARBITRATION COSTS[31]

§ 1. Terms

1. Arbitration costs shall mean registration, security and arbitration fees, as well as additional costs and expenses incurred by the parties.

2. Fees – registration, security and arbitration fees.

3. Registration fee – a fee charged at the time a claim is filed with Maritime Arbitration Commission (MAC) to reimburse expenses related to the commencement of a proceeding.

4. Security fee shall mean a fee paid in advance when a request for interim measures of protection is filed with MAC as a form of reimbursement of organizational, technical and administrative costs, as well as costs of the arbitral proceeding conducted and ruling rendered by MAC President or arbitral tribunal.

5. Arbitration fee shall mean a fee paid in advance when a claim is filed with MAC, as a form of reimbursement of:

1) arbitrator's fee;

2) organizational, material–technical and other costs of the arbitral proceeding;

3) remuneration of the President, the Vice-Presidents, members of the Presidium and the Nomination Committee of MAC and a reporter.

6. Additional costs shall mean particular costs related to the arbitral proceedings (expertise, translation, travel, accommodation and other expenses of arbitrators who are permanently residing outside Moscow, as well as travel, accommodation and other costs of MAC hearings outside Moscow).

7. Expenses incurred by the parties shall mean other expenses of the parties in the defense of their interests in MAC arbitral proceeding.

8. Parties shall mean every claimant and respondent. For reimbursement of arbitration expenses, there may be other parties to the proceedings, such as an additional party or a third party, in cases specified by applicable laws and MAC Rules.

[31] Appendix No 3 to Chamber of Commerce and Industry of the Russian Federation Order No 5 dated 11.01.2017.

§ 2. Registration Fee

Where the claim relates to merchant shipping, a registration fee is equivalent to $500.

The registration fee is not included in the arbitration fee.

The registration fee is non-refundable.

§ 3. Security Fee

A security fee is equivalent to $1,000 when filing a request for interim measures of protection imposed by MAC President or the arbitral tribunal.

The security fee is not included in the arbitration fee.

§ 4. Arbitration Fee

1. An arbitration fee paid in advance by the claimant shall stand at 3% of the claim amount but not less than $2 000.

2. The arbitration fee is rounded off to whole numbers: sums of less than 50 cents/kopecks are rounded down, and sums larger than 50 cents/kopecks are rounded up to a U.S. dollar/a Russian ruble.

3. If a claim comprises several demands covered by different arbitration agreements, the final arbitration fee shall be the total of arbitration fees charged separately for each respective claim in accordance with the terms of each arbitration agreement involved.

4. In case proceedings are consolidated, the final arbitration fee shall be the total of arbitration fees charged separately for relevant demands before the proceedings are consolidated.

5. In view of the complexity of the proceeding, multiple claims or parties to a proceeding, substantial increase of the proceeding's duration and arbitration costs, the Presidium may enlarge the arbitration fee at the request of the arbitral tribunal.

6. Fees of arbitrators, President, Vice-Presidents, members of the Presidium and the Nomination Committee of MAC and reporters shall be charged consistent with the Regulations on MAC Remuneration and Fees.

7. An arbitration fee shall be charged in U.S. dollars in case the claim is denominated in a foreign currency. MAC Secretariat may grant a claimant's request for paying the arbitration fee in a hard currency other than U.S. dollars or in Russian rubles at the exchange rate established by the Russian Central Bank as of the payment date unless that is prohibited by Russian currency regulation laws.

The Russian Central Bank's rate is applied as of the claim filing date in case the claim amount is converted to U.S. dollars.

§ 5. Reduction in the Arbitration Fee

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

2. Where the proceedings are terminated by the order of the Presidium for reasons of obvious impossibility of considering a dispute, the arbitration fee shall be reduced by 75 %.

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

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

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

§ 6. Fees for Counter-claim and Set-off

The same regulations shall apply to the principal claim, a counter-claim or a set-off. A counter-claim and set-off fee shall be charged in the procedure prescribed as of the date of filing the principal claim and paid as prescribed by § 4 herein.

§ 7. Apportionment of Fees between the Parties

1. Unless the parties have agreed otherwise, fees shall be borne by the party against which the award is made.

2. If a claim is granted in part, the fees shall be borne by the respondent in proportion to the amount of the granted claims, and the claimant shall bear the fees in proportion to the amount of the claim that has been dismissed.

§ 8. Reimbursement of Additional Costs

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

2. Relevant MAC bodies, authorized officials of MAC or the arbitral tribunal may make performance of acts in the arbitration of a dispute subject to payment by the parties or either of them of an advance for the additional costs within a fixed period of time.

3. If a party appoints an arbitrator residing permanently beyond the place of the hearings, that party shall be required to deposit an advance for the costs of the participation of such arbitrator in the proceedings (travel expenses, accommodation, visa, and other expenses related to taking part in resolving a dispute at MAC). Failing deposit of the required advance within the fixed period of time, the party shall be deemed to have waived its right to appoint an arbitrator, and an arbitrator shall be appointed for the party according to the procedure established in the Rules of arbitration for specific types of disputes.

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

4. In case the parties agree to hold the hearings outside Moscow, any additional expenses, including travel and accommodation expenses of arbitrators, shall be equally borne by the parties.

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

If the arbitral proceedings in the case are conducted in a foreign language, the possible costs of translation shall be charged to both parties in equal amounts.

MAC may compel the relevant party to reimburse such costs in advance.

6. Additional expenses shall be divided between the parties in accordance with § 7 and § 11 of this Regulations.

§ 9. Payment of Arbitration Costs

1. Any and all payments due to MAC shall be made by means of a bank transfer and shall be deemed completed on the day the payment is credited to the account of the Chamber of Commerce and Industry of Russia.

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

§ 10. Expenses of the Parties

1. A party may demand reimbursement without any unjustified delay for reasonable expenses it has incurred or will incur in connection with the proceeding, such as costs of defense of its interests by counsel.

Reimbursement of such expenses cannot be claimed after the hearing is over. The arbitral tribunal may set a deadline for substantiating the amount of such expenses.

2. The expenses shall be divided between the parties in accordance with § 7 and § 11 of this Regulations.

§ 11. Different Apportionment of Arbitration Fees and Expenses

The arbitral tribunal may, taking into account the circumstances of a particular case, order a different apportionment of the fees, additional costs of MAC, and expenses of the parties than that specified in paragraphs 7, 8 and 10 of these Regulations, in particular, it may order one party to reimburse any additional expenses incurred by the other party through inappropriate or bad faith acts of such party, including acts causing unjustified delay in the proceedings.

§ 12. Application of the Regulations of MAC Arbitration Costs

The present Regulations shall enter into force from the date they are deposited with the authorized federal agency of executive authority and shall apply to cases that arose out of statements of claims filed after the Regulations entered into force.

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