

## I. NOTABLE DIFFERENCES BETWEEN THE NEW 2018 ICAC AT THE UCCI ARBITRATION RULES AND THE 2007 ICAC AT THE UCCI ARBITRATION RULES

### 2018 ICAC at the UCCI Arbitration Rules introduce the following notable amendments:

1. determination of applicability of the 2018 ICAC at the UCCI Arbitration Rules	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce a new Article envisaging different grounds for application of the Rules in specific situations:               <ul style="list-style-type: none"> <li>○ where the parties have agreed to submit the dispute to the ICAC</li> <li>○ where the parties have agreed to refer the dispute in accordance with the provisions of the ICAC Rules and have not agreed an arbitral institution or have inaccurately/incompletely specified the name of the ICAC</li> </ul> </li> </ul>
2. new requirements to the content of the Statement of Claim	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules envisage that the Statement of Claim shall additionally contain:               <ul style="list-style-type: none"> <li>○ the place of the parties location (habitual residence)</li> <li>○ the contact details of the person representing the Claimant</li> <li>○ confirmation that pre-arbitral proceedings had been adhered to if such proceedings were provided for in the arbitration agreement</li> <li>○ proposals as to the applicable rules of law and the language of the arbitral proceedings, provided that the parties failed to determine them in the arbitration agreement</li> <li>○ the duly certified documents confirming legal status of the Claimant</li> </ul> </li> </ul>
3. determination of the amount of the claim	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce a new Article obliging the Claimant to indicate in the Statement of Claim the amount of the claim even in those cases when his claim or part thereof is non-monetary</li> <li>• the new Article envisages detailed rules for determination of amount of the claim</li> </ul>
4. extension of grounds for joinder of third parties	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules provide for that a third party is allowed to join or to be involved in the arbitral proceedings not only based on consent of such third party and all the parties to the proceedings, but also (as an alternative ground) – if all parties and a third party are bound by one arbitration agreement</li> </ul>
5. introduction of procedural legal succession	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce a new Article regulating procedural legal succession</li> <li>• the new Article is aimed to facilitate entrance into the dispute of a procedural legal successor, so that there would be no risk that new proceedings should be initiated and the registration fee should be paid again</li> </ul>
6. comprehensive regulation of interim measures	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce a new Section regulating interim measures, which:               <ul style="list-style-type: none"> <li>○ introduces the rule that the interim measures shall be commensurate with the declared claims and be applied only in the case where the applicant documentarily substantiated the necessity of their adoption taking into account the link between the specific measures to secure the claim and the content of claims, the circumstances on which the Statement of Claim is based and the evidence that is submitted in support of filed application</li> <li>○ regulates modification and termination of interim measures</li> </ul> </li> </ul>

- regulates the cross-undertaking in damages
- regulates the costs and damages caused by the interim measures
- introduces the rule that in case the party has applied to the competent state court with a request to take measures to secure the claim filed with the ICAC, and also when such a court has issued a ruling or other procedural act on taking such measures, the party shall immediately notify the ICAC about it

7. more detailed rules on the number of arbitrators	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules specifically stipulate that the parties should determine the odd number of arbitrators, including one arbitrator</li> <li>• the rule prescribing three arbitrators as a default number of arbitrators now contains a reservation, pursuant to which the ICAC Presidium or, on its behalf, the ICAC President, taking into account the complexity of the case, the price of the Claim and other circumstances, decides that the dispute shall be resolved by a sole arbitrator</li> </ul>
8. Possibility to bring challenge against reporters	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce the possibility of reporters to challenged along with arbitrators, experts and interpreters</li> </ul>
9. regulation to forestall abuse of procedural rights	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce the rule that if the Arbitral Tribunal concludes that in the course of the arbitral proceedings the party behaved in bad faith, violating the provisions of these Rules or abusing procedural rights, the Arbitral Tribunal may take into account this behavior in the apportionment the arbitration costs</li> </ul>
10. regulation of case management conferences	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce the option of case management conferences, and regulation thereof</li> </ul>
11. introduction of videoconferences	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules allow to hold an oral hearing and/or other meetings by videoconference</li> </ul>
12. introduction of expedited arbitral proceedings	<ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce the procedure of expedited arbitral proceedings, whereunder: <ul style="list-style-type: none"> <li>○ the arbitration fee shall be paid within 15 days (ordinary procedure – 30 days)</li> <li>○ the statement of defense shall be submitted within 10 days upon the date of the statement of claim receipt (ordinary procedure – 30 days)</li> <li>○ the exchange of written statements of the parties on the merits of the dispute is limited to filing a statement of claim and a statement of defense and, if applicable, a counterclaim and objections to a counter-claim, if, with due regard for the case circumstances, the arbitral tribunal or, before its constitution, the Secretary General of the ICAC does not consider it appropriate to allow the parties to submit additional written statements</li> <li>○ the respondent is entitled to file a counter-claim or a set-off statement within 10 days from the date of the statement of claim receipt (ordinary procedure – 30 days)</li> <li>○ the arbitral proceeding is carried out on the basis of written materials only without an oral hearing unless, without undue delay, either party requests it or the arbitral tribunal shall not consider it expedient to conduct an oral hearing in the light of the case circumstances</li> </ul> </li> </ul>

- in case of an oral hearing, the Secretary General of the ICAC shall notify the parties on the date, time and place of hearing and the composition of the arbitral tribunal by the notices sent to them not less than 15 days prior to the day of such hearing (ordinary procedure – 30 days)
- the expedited arbitral proceedings shall be conducted by the arbitral tribunal composed of a sole arbitrator except otherwise agreed by the parties (ordinary procedure – three arbitrators by default)
- in arbitration with a sole arbitrator, if the parties within 10 days from the date of the ICAC notification receipt failed to jointly appoint a sole arbitrator, a sole arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry
- in arbitration with three arbitrators, each party appoints one arbitrator and two arbitrators so appointed shall appoint a third arbitrator as the presiding arbitrator in this case; if the party fails to appoint an arbitrator within 10 days from the date of the ICAC notification receipt or if two arbitrators within 10 days from the date of their appointment fail to agree on the appointment of a third arbitrator, an arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry (ordinary procedure – 30 days)
- the arbitral tribunal shall render the arbitral award within 20 days from the date of the case completion (ordinary procedure – 30 days)

13. more specifics added to the rules of evidence	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules envisage detailed regulation of rules of evidence, including rules on submission and valuation of evidence</li> </ul>
14. defining "electronic evidence"	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules define the electronic evidence and envisage requirements thereto</li> </ul>
15. regulation of the status of witnesses and rules of their participation in the arbitration proceedings	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules introduce detailed rules on the status of witnesses and their participation in the arbitration proceedings</li> </ul>
16. introduction of two categories of experts (party-appointed experts and arbitral tribunal-appointed experts)	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules introduce the regulation of party-appointed experts, and extend regulation of arbitral tribunal-appointed experts</li> </ul>
17. introduction of online technologies for the purposes of arbitration proceedings	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules provide for that apart from the paper form, the Statement of Claim, the Statement of Defence, additional submissions of documents, the Notice of the hearing, the Arbitral Award, the Order or Ruling may be sent by e-mail</li> </ul>
18. introduction of the rendering of the	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules introduce rendering of the arbitral award stage</li> </ul>

arbitral stage	award	<ul style="list-style-type: none"> <li>○ the Rules envisage that the Arbitral Tribunal shall render the Arbitral Award within 30 days from the date of a case completion of hearing</li> <li>○ the Rules provide for that if one of the arbitrators fails to sign the Arbitral Award, the ICAC President certifies this circumstance specifying the reasons for the lack of the arbitrator's signature - in this case, the date of rendering of the Arbitral Award is determined with respect to the date of certification of this circumstance</li> </ul>
19. change of approach to determination of the date of an arbitral award	of to of an	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules provide for that the Arbitral Award is deemed to be rendered on the specified in the Arbitral Award date, which is determined with respect to the date of the last signature of an arbitrator, entering into the composition of the Arbitral Tribunal</li> </ul>
20. introduction of scrutiny of draft arbitral awards	of	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules introduce scrutiny of draft arbitral awards <ul style="list-style-type: none"> <li>○ before signing any Arbitral Award, the Arbitral Tribunal shall submit the draft to the Secretary General of the ICAC, who, without prejudice to the independence of the Arbitral Tribunal in making an award, may draw attention of the Arbitral Tribunal to any identified non-compliance of the draft Arbitral Award with the requirements of the present Rules, including in relation to the form of the Arbitral Award, errors, omissions or typos</li> <li>○ the recommendations of the Secretary General of the ICAC shall be considered within 10 days from the date of their receipt</li> <li>○ failing to eliminate such inconsistencies, the General Secretary of the ICAC may inform the ICAC Presidium about it</li> </ul> </li> </ul>
21. more approach to arbitration and costs	flexible to fees	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules introduce more flexible approach to arbitration fees and costs <ul style="list-style-type: none"> <li>○ the ICAC Presidium on the proposal of the Arbitral Tribunal may, in connection with the special complexity of the case, the multiplicity of claims or participants within one arbitral proceeding, the significant time costs and expenses connected with arbitration, decide to increase the size of the arbitration fee</li> <li>○ the ICAC may grant a deferral in payment of the arbitration fee upon the grounded request of the Claimant</li> <li>○ in case of a repeated application to the ICAC and initiation of the arbitral proceedings between the same parties to dispute, about the same subject-matter and on the same merits in connection with the setting aside of the ICAC award by the state court, the arbitration fee shall be paid in the amount of 50% of the amount of the arbitration fee to be due for payment, but not less than the amount of the minimum fee</li> </ul> </li> </ul>
22. regulation of the time limit for storage of materials of cases considered by the ICAC	of the for of considered by the	<ul style="list-style-type: none"> <li>● the 2018 ICAC at the UCCI Arbitration Rules introduce the rule that the cases that have been considered are stored in the ICAC within 10 years from the date of the awards have been rendered</li> </ul>

\*For comparison of the respective provisions of the new 2018 ICAC at the UCCI Arbitration Rules and the 2007 ICAC at the UCCI Arbitration Rules please see **Schedule 1** to this document.

## II. DIFFERENCES BETWEEN THE NEW 2018 ICAC AT THE UCCI ARBITRATION RULES AND THE 2007 ICAC AT THE UCCI ARBITRATION RULES AIMED AT INCREASE OF THE ARBITRATION EFFICIENCY

Pursuant to the ICAC at the UCCI statistics, approximately 90% of the cases at the ICAC at the UCCI are resolved for less than half of a year. 60% of the cases are resolved in no longer than 3 months, whereas less than 1% of the cases are resolved for more than 12 months.

The 2018 ICAC at the UCCI Arbitration Rules introduce additional tools to make the arbitration procedure more efficient and comfortable both for the parties, and the arbitrators.

**2018 ICAC at the UCCI Arbitration Rules introduce the following notable amendments:**

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|---|--|
| 1. regulation of case management conferences        | • the 2018 ICAC at the UCCI Arbitration Rules explicitly introduce the concept of case management conferences  |
| 2. introduction of videoconferences                 | • the 2018 ICAC at the UCCI Arbitration Rules allow to hold an oral hearing and/or other meetings by videoconference   |
| 3. introduction of the expedited arbitral procedure | <ul style="list-style-type: none"> <li>• the 2018 ICAC at the UCCI Arbitration Rules introduce the procedure of expedited arbitral proceedings, whereunder: <ul style="list-style-type: none"> <li>○ the arbitration fee shall be paid within 15 days (ordinary procedure – 30 days)</li> <li>○ the statement of defense shall be submitted within 10 days upon the date of the statement of claim receipt (ordinary procedure – 30 days)</li> <li>○ the exchange of written statements of the parties on the merits of the dispute is limited to filing a statement of claim and a statement of defense and, if applicable, a counterclaim and objections to a counter-claim, if, with due regard for the case circumstances, the arbitral tribunal or, before its constitution, the Secretary General of the ICAC does not consider it appropriate to allow the parties to submit additional written statements</li> <li>○ the respondent is entitled to file a counter-claim or a set-off statement within 10 days from the date of the statement of claim receipt (ordinary procedure – 30 days)</li> <li>○ the arbitral proceeding is carried out on the basis of written materials only without an oral hearing unless, without undue delay, either party requests it or the arbitral tribunal shall not consider it expedient to conduct an oral hearing in the light of the case circumstances</li> <li>○ in case of an oral hearing, the Secretary General of the ICAC shall notify the parties on the date, time and place of hearing and the composition of the arbitral tribunal by the notices sent to them not less than 15 days prior to the day of such hearing (ordinary procedure – 30 days)</li> <li>○ the expedited arbitral proceedings shall be conducted by the arbitral tribunal composed of a sole arbitrator except otherwise agreed by the parties (ordinary procedure – three arbitrators by default)</li> <li>○ in arbitration with a sole arbitrator, if the parties within 10 days from the date of the ICAC notification receipt failed to jointly appoint a sole arbitrator, a sole arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry</li> <li>○ in arbitration with three arbitrators, each party appoints one arbitrator and two arbitrators so appointed shall appoint a third arbitrator as the presiding arbitrator in this case; if the</li> </ul> </li> </ul> |

party fails to appoint an arbitrator within 10 days from the date of the ICAC notification receipt or if two arbitrators within 10 days from the date of their appointment fail to agree on the appointment of a third arbitrator, an arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry (ordinary procedure – 30 days)

- the arbitral tribunal shall render the arbitral award within 20 days from the date of the case completion (ordinary procedure – 30 days)

4.	defining evidence"	"electronic •	the 2018 ICAC at the UCCI Arbitration Rules define the electronic evidence and envisage requirements thereto
5.	introduction of online technologies for the purposes of arbitration proceedings	•	the 2018 ICAC at the UCCI Arbitration Rules provide for that apart from the paper form, the Statement of Claim, the Statement of Defence, additional submissions of documents, the Notice of the hearing, the Arbitral Award, the Order or Ruling may be sent by e-mail
6.	introduction of the stage of rendering of the arbitral award	•	<p>the 2018 ICAC at the UCCI Arbitration Rules introduce the stage of rendering of the arbitral award</p> <ul style="list-style-type: none"> <li>○ the Rules envisage that the Arbitral Tribunal shall render the Arbitral Award within 30 days from the date of a case completion of hearing</li> <li>○ the Rules provide for that if one of the arbitrators fails to sign the Arbitral Award, the ICAC President certifies this circumstance specifying the reasons for the lack of the arbitrator's signature - in this case, the date of rendering of the Arbitral Award is determined with respect to the date of certification of this circumstance</li> </ul>

\*For comparison of the respective provisions of the new 2018 ICAC at the UCCI Arbitration Rules and the 2007 ICAC at the UCCI Arbitration Rules please see **Schedule 1** to this document.

### III. THE LEADERSHIP OF ICAC UKRAINE

The functions of the body that administers the proceedings are split between the ICAC President, ICAC Secretariat and President of the Chamber of Commerce and Industry, acting as an appointing authority. The ICAC is run by the ICAC President, who "shall organize the activities of the ICAC, fulfil duties within its competence in accordance with these Rules, represent and act on behalf on the ICAC in Ukraine and abroad" (Article 8(2)).

The ICAC Presidium comprises the ICAC President, its deputies and seven members appointed by the Chamber of Commerce Presidium. As of January 1, 2018, the ICAC Presidium includes: Mr M. Selivon, Ms L. Vynokurova, Ms T. Zakharchenko, Ms I. Yemelyanova, Mr O. Krupchan, Ms E. Pashchenko, Mr O. Podtserkovnyi, Mr Y. Prytyka, Mr M. Teplyuk, Ms Y. Chernykh.

The administrative body that is vested with the powers to provide the basic administrative support to the arbitration proceedings is the ICAC Secretariat (Article 9). ICAC Secretariat is headed by the ICAC Secretary General. The ICAC Secretariat organises and keeps correspondence between parties themselves and parties and an arbitration tribunal (Articles 9, 11, 19, 20, 31, 33, 55, 63); makes all notifications to parties to arbitration proceedings and arbitrators (Articles 11, 17, 18, 46).

The appointing authority for the ICAC is the President of Chamber of Commerce and Industry of Ukraine. He or she appoints arbitrators where parties have failed to do so within the prescribed time limits (Articles 31, 45(6), para. 3 of Section VII).

\*Please see the relevant Articles of the 2018 ICAC at the UCCI Arbitration Rules at **Schedule 2** to this document.

#### **IV. THE DRAFTING COMMITTEE**

The Drafting Committee for the purposes of the 2018 ICAC at the UCCI Arbitration Rules was composed of:

- the ICAC at the UCCI officers
- the ICAC at the UCCI arbitrators
- prominent Ukrainian and foreign arbitration scholars and practitioners

#### **V. SOURCES OF INSPIRATION FOR THE NEW ICAC AT THE UCCI ARBITRATION RULES**

The 2018 ICAC at the UCCI Arbitration Rules were drafted taking into consideration the following:

- world trends
- arbitration rules of the world's prominent arbitral institutions
- 2017 reform of Ukrainian procedural legislation
- experience of the ICAC at the UCCI gained within the last 25 years - while 10300 cases have been resolved and awards rendered



INTERNATIONAL  
COMMERCIAL  
ARBITRATION  
COURT



## SCHEDULE 1

	2007 ICAC at the UCCI Arbitration Rules	2018 ICAC at the UCCI Arbitration Rules
<b>Application of the ICAC Arbitration Rules</b>	<p>No detailed provisions regulating application of the ICAC Arbitration Rules.</p> <p>Article 2(1) The ICAC shall accept for arbitration disputes subject to an agreement in writing between the parties to refer to the ICAC all or certain disputes that have arisen or may arise between them in respect of a defined legal relationship, whether contractual or not. [...]</p>	<p>Detailed provisions regulating application of the ICAC Arbitration Rules.</p> <p>Article 4(1) The ICAC shall accept for arbitration disputes subject to an agreement in writing (an undertaking) between the parties to refer to the ICAC all or certain disputes that have arisen or may arise between them in respect of a defined legal relationship, whether contractual or not. An arbitration agreement may be in the form of arbitration clause in a contract or in the form of a separate agreement. [...]</p> <p><b>Article 2</b></p> <ol style="list-style-type: none"><li><b>1. The arbitral proceeding in the ICAC is being conducted in accordance with the ICAC Rules. The ICAC Rules shall be approved by the Presidium of the Ukrainian Chamber of Commerce and Industry on the proposal of the ICAC Presidium.</b></li><li><b>2. Where the parties have agreed to submit the dispute to the ICAC, they shall be ipso facto deemed to have agreed on applying to the Rules.</b></li><li><b>3. In any case where the parties have agreed to refer the dispute in accordance with the provisions of the ICAC Rules and have not agreed an arbitral institution or have inaccurately/incompletely specified the name of the ICAC, it is considered that the parties agree to submit the dispute to the ICAC.</b></li><li><b>4. For all matters not expressly provided in the ICAC Rules, the Arbitral Tribunal, parties, third parties and other parties involved in the arbitral proceedings (reporter, experts, interpreters, witnesses) shall act at all times in good faith, respecting the spirit of the ICAC Rules, and shall make every reasonable effort to ensure fair, expeditious and cost-effective final order of the dispute and enforceability of the Arbitral Award.</b></li></ol>





### 2007 ICAC at the UCCI Arbitration Rules

#### Content of the Statement of Claim

##### Article 18

1. The Statement of Claim shall include:
  - **the name of the ICAC;**
  - full names, postal addresses (in the language of the addressee's country or in the English language), telephone and fax numbers of the parties; bank details of the Claimant;
  - amount of the claim;
  - substantiation of the jurisdiction of the ICAC;
  - demands of the Claimant;
  - a statement of the factual circumstances supporting the claim;
  - evidence to confirm such circumstances;
  - substantiation of the Claimant's demands with reference to the applicable law;
  - calculation of the amounts to be recovered or disputed;
  - a list of documents attached to the Statement of Claim.
2. The Claimant may refer in the Claim of Claim to the documents or other evidence he will submit later on.
3. The Statement of Claim shall be signed by an authorized person and shall be accompanied by the documentary evidence of his powers.
4. Attached to the Statement of Claim are:
  - copies of the Statement of Claim and attached to it documents for the Respondent(s) and the Arbitral Tribunal;
  - evidence to confirm the circumstances, on which the claim is based;
  - a proof of payment of the registration fee.

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##### Article 14

1. The Statement of Claim shall contain the following information:
  - 1) the date;**
  - 2) the full name of the parties, **the place of their location (habitual residence)**, postal addresses (in the language of the addressee's country or in the English language), telephone and fax numbers, e-mails of the parties, bank details of the Claimant;
  - 3) the contact details of the person representing the Claimant, if any, his postal address (in the language of the addressee's country or in the English language), telephone and fax numbers, e-mail;**
  - 4) an amount of the claim;
  - 5) a substantiation of the jurisdiction of the ICAC;
  - 6) a confirmation that pre-arbitral proceedings had been adhered to if such proceedings were provided for in the arbitration agreement;**
  - 7) the proposals as to the applicable rules of law and the language of the arbitral proceedings, provided that the parties failed to determine them in the arbitration agreement;**
  - 8) the demands of the Claimant and a statement of the factual circumstances supporting the claim;
  - 9) an appointment on the evidence to confirm such Statement of Claim;
  - 10) a substantiation of the Claimant's demands with reference to the applicable rules of law;
  - 11) a calculation of the amounts to be covered **by each demand;**
  - 12) a list of documents attached to the Statement of Claim **and other files.**
- 2. If it appears from the agreement of the parties, the Statement of Claim shall include information on the constitution of the Arbitral Tribunal, in particular on the arbitrator appointed by the Claimant or a sole arbitrator agreed by the parties.**
3. The Statement of Claim's accompanying documents are:
  - 1) the copies of the Statement of Claim and the documents attached thereto for the Respondent(s) and the Arbitral Tribunal **in the number of**

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**copies required under provisions of Article 11 (Part 1) of the present Rules;**

- 2) **the duly certified documents confirming** factual circumstances supporting the Claim and **legal status of the Claimant;**
- 3) a proof of the registration fee payment.
4. The Statement of Claim shall be signed by an authorized person and shall be accompanied by the documentary evidence of his authorities.
5. The Claimant may refer in the Statement of Claim to the documents or other evidence he will submit later on.

**Amount of the claim** No similar provisions.

**Article 15**

**1. The amount of the Claim is determined as follows:**

- 1) **in Claims for the recovery of money: by demanded amount, when the recovery concerns interests that continue to be accrued: by the amount accrued at the date of the claim's filing;**
  - 2) **in Claims for reclamation of property: by value of this property;**
  - 3) **in Claims for the recognition or transformation of a legal relationship: by value of the legal relationship subject matter as of the date of the claim's filing;**
  - 4) **in Claims concerning specific action or omission: on the basis of the available data on the Claimant's property interests.**
- 2. In Claims which consist of several demands, the amount of the Claim is stipulated by total amount of all demands.**
- 3. The Claimant is obliged to indicate in the Statement of Claim the amount of the Claim also in those cases when his Claim or part thereof is non-monetary.**
- 4. The demands on the reimbursement of the arbitration fee and expenses, as well as costs incurred by the parties and concerned to their participation in the arbitration proceedings are excluded from the amount of the Claim.**
- 5. If the Claimant has not stated or misstated the amount of the Claim, the ICAC President or the Arbitral Tribunal shall, on its own**



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**Submission and forwarding of documents during arbitral proceedings**

Article 15(4)  
4. The statements of claim, statements of defence, notices of the hearing, arbitral awards, orders or rulings shall be sent to the party by registered mail with an advice of delivery or by courier mail, as well as may be handed over personally to the representative of a party against receipt. **The documents shall be sent by courier mail at the request of either of the parties and at its expense.** Other documents and communications may be sent by ordinary mail, by wire, fax, e-mail, or otherwise, provided that a record is made of the communication sent, and also may be handed over personally to the representative of a party against receipt.

**initiative or upon the request of the Respondent, determine the amount of the claim on the basis of the available data.**

Article 11(4)  
The Statement of Claim, the Statement of Defence, additional submissions of documents, the Notice of the hearing, the Arbitral Award, the Order or Ruling shall be sent to the party by registered mail with an advice of delivery or by courier mail, as well as may be handed over personally to the representative of a party against receipt. **Apart from the paper form, these documents may be sent to the party by e-mail.** Other documents and communications may be sent by ordinary mail, by facsimile message, wire, e-mail, or otherwise, provided that a record is made of the communication sent, and also may be handed over personally to the representative of the party against receipt.

**Participation of third parties**

Article 43  
1. A third party may join in the arbitral proceedings **only under the consent of the parties in dispute.** Invitation of a third party to participate in the arbitration shall require, apart from the consent of the parties in dispute, the consent of the person invited. **The consent of a third party to the invitation shall be in writing.**  
The invitation of a third party may **only** be requested before the end of the period for the Statement of Defence to be submitted.

Article 22  
1. A third party is allowed to join or to be involved in the arbitral proceedings provided that: - **all parties and a third party are bound by one arbitration agreement; or** - all parties and a third party have agreed to conduct the arbitral proceedings with the participation of such third party **within the time limits that should not exceed 15 days from the date of the request receipt unless the Secretary General of the ICAC or the Arbitral Tribunal has established a longer period having regard to some definite circumstances.**  
2. A petition for joinder of a third party or a petition for involvement of a third party into the arbitral proceedings shall be declared before the time limits for submission of the Statement of Defence to the Statement of Claim expire. **If there are valid reasons, this period may be extended by the Secretary General of the ICAC, and after the constitution of the Arbitral Tribunal this period may be extended by a Presiding arbitrator or a sole arbitrator.**



	2007 ICAC at the UCCI Arbitration Rules	2018 ICAC at the UCCI Arbitration Rules
<b>Procedural legal succession</b>	No similar provisions.	<b>Article 23</b> 1. In the event of termination of the activities of the legal entity, change of a creditor or a debtor in the obligation, death of an individual or declaration of a natural person deceased or missing, and also in other cases of replacement of the party in disputable legal relations, the ICAC President (before the constitution of the Arbitral Tribunal) or the Arbitral Tribunal upon the written petition of the party or/and the successor with regard to the arbitration agreement content and all circumstances related to the case may engage a legal successor of the respective party in the arbitral proceedings. All acts committed in the course of the arbitral proceedings before the legal successor enters into it are binding on him.
<b>Interim measures</b>	<b>Article 4</b> 1. The President of the ICAC or the Arbitral Tribunal if already composed may, at the request of a party, if it considers the request to be justified, determine the amount and the form of the security for the claim. 2. The Order of the ICAC for determination of the amount and the form of the security for the claim shall be binding for the parties and shall be in force until a final arbitral award will be made. 3. It is not incompatible with an arbitration agreement for a party to request, before or during arbitral proceedings, from a competent state court an interim measure of protection and for this court to grant such measure.	<b>Article 25</b> 1. The ICAC President, and the Arbitral Tribunal after it being composed, may upon the <b>written</b> request of either party, if it considers the petition to be justified, determine the size and the form of the Claim security (the interim measures). 2. A petition for interim measures shall contain the following: 1) the date; 2) the full name of the parties and their representatives, the place of their location (habitual residence), postal addresses, telephone and fax numbers, e-mails; 3) a brief statement of the factual circumstances supporting the claim; 4) a reference to requested interim measures; 5) a substantiation of necessity of the adoption of the requested interim measures; 6) a list of attached documents. A petition for interim measures shall be signed by an authorized person. 3. The interim measures shall be commensurate with the declared claims and be applied only in the case where the applicant

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documentarily substantiated the necessity of their adoption taking into account the link between the specific measures to secure the claim and the content of claims, the circumstances on which the Statement of Claim is based and the evidence that is submitted in support of filed application.

4. The order for determination of the size and the form of the Claim security shall be binding on the parties, **executed immediately** and shall be in force until the final Arbitral Award is made, **if it was not modified or terminated previously pursuant to Article 26 of the present Rules.**

#### Article 26

1. The ICAC President (before the constitution of the Arbitral Tribunal) or the Arbitral Tribunal on its own initiative or upon the reasonable request of either party may modify or terminate the granted interim measures taking into account circumstances of the case and the evidence produced by the parties.

2. The provision by the party, with respect to which the interim measures have been taken, of an alternative security by depositing funds to deposit an account of the Ukrainian Chamber of Commerce and Industry or by providing a bank guarantee, pledgery or other financial security is the basis for changing the interim measures within the time limits requested by the party upon the decision of the ICAC President or the Arbitral Tribunal.

3. The ICAC President (before the constitution of the Arbitral Tribunal) or the Arbitral Tribunal may require either party to disclose promptly the information of any material alteration in the circumstances on the basis of which the measure was requested or granted.

4. The Arbitral Tribunal is not bound by motives of the order on the determination of the size and form of the Claim security rendered by the ICAC President.

#### Article 27

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1. The ICAC President (before the constitution of the Arbitral Tribunal) or the Arbitral Tribunal, allowing the Claim security on its own initiative or upon the petition of a party, may require a party in favor of which the interim measures have been granted to provide the security of the reimbursement for possible damages (the Cross-undertaking in damages) by depositing funds to deposit an account of the Ukrainian Chamber of Commerce and Industry or by providing a bank guarantee, pledgery or any other financial security upon the issued the order.
2. Failure by the party requesting for the interim measures to carry out the Order on cross-undertaking in damages within the time limits specified in the order, may be a ground for the refusal of security for a Claim or setting aside of the already issued order on the interim measures.

**Article 28**

1. The party requesting an interim measure shall be liable for any costs and damages caused by this measure to the other party if the Arbitral Tribunal later determines that, in these circumstances this measure should not have been ordered or this order should not have been passed, including the case of rejection of claims.
2. The recovery of damages caused by the interim measures is carried out primarily due to the Cross-undertaking in damages.
3. The Arbitral Tribunal, taking into account requirements of sufficiency, reasonableness and fairness, may at the request of the injured party grant the reimbursement of such costs and damages while rendering the arbitral award or order.

**Article 29**

1. In case the party has applied to the competent state court with a request to take measures to secure the claim filed with the ICAC, and also when such a court has issued a ruling or other procedural



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		<b>act on taking such measures, the party shall immediately notify the ICAC about it.</b>
<b>Number of arbitrators</b>	<p>Article 26</p> <p>1. The parties are free to determine the number of arbitrators, including a sole arbitrator. Failing such agreement of the parties, three arbitrators shall be appointed. A sole arbitrator or a panel of arbitrators, considering the case, irrespective of their number shall be called the Arbitral Tribunal for the period of proceedings.</p> <p>2. No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties.</p>	<p>Article 30</p> <p>1. The parties are free to determine the <b>odd</b> number of arbitrators, including one arbitrator. Failing such determination, three arbitrators shall be appointed, <b>unless the ICAC Presidium or, on its behalf, the ICAC President, taking into account the complexity of the case, the price of the Claim and other circumstances, decides that the dispute shall be subject to be resolved by a sole arbitrator.</b></p> <p>2. An arbitrator or a panel of arbitrators, considering the case, irrespective of their number shall be called the Arbitral Tribunal for the period of the arbitral proceedings.</p> <p>Article 31(6)</p> <p>6. No person shall be deprived of the right to act as arbitrator because of his nationality, unless otherwise was agreed by the parties.</p>
<b>Challenges</b>	<p>Article 30(6)</p> <p>6. The reasons referred to in item 1 of this article may be cited to challenge an expert or an interpreter participating in the proceedings. The decision on the release from the appointment shall be made by the Arbitral Tribunal during the hearing of the case.</p>	<p>Article 33(6)</p> <p>6. Under the reasons and an order referred to of this Article, the party may challenge <b>a reporter</b>, an expert or an interpreter participating in the arbitral proceedings. The decision to challenge the above persons shall be made by the Arbitral Tribunal in the course of the case hearing.</p>
<b>General principles of the arbitral proceedings</b>	<p>Article 9</p> <p>1. The arbitral proceedings shall be conducted on an adversarial basis and on the principle of equality of the parties. The parties shall be treated with equality and each party shall be given a full opportunity of presenting his case.</p> <p>2. The parties may deal with the ICAC and participate in the arbitral proceedings directly or through their duly authorized representatives.</p>	<p>Article 36</p> <p>1. The arbitral proceedings shall be conducted on an adversarial basis, on the principles of disposability and equality of the parties. The parties shall be treated with equality and each party shall be given a full opportunity of presenting his position.</p> <p>2. The parties may deal with the ICAC and participate in the arbitral proceedings directly or through their duly authorized representatives.</p>

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3. 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.

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

**4. If the Arbitral Tribunal concludes that in the course of the arbitral proceedings the party behaved in bad faith, violating the provisions of these Rules or abusing procedural rights, the Arbitral Tribunal may take into account this behavior in the apportionment the arbitration costs.**

#### Verification of progress in preparation of the case materials for arbitration

Article 33

**1. The Secretary General of the ICAC shall provide for the preliminary preparation of the case materials for arbitration in accordance with paragraph 3 of these Rules.**

2. The Arbitral Tribunal shall verify the progress in the preparation of the case materials for arbitration and, if it deems necessary, shall take further measures to have the case materials prepared, in particular, it shall order that written explanations, evidence, and other additional documents are to be requested from the parties. If further measures are taken to prepare the case materials, the Arbitral Tribunal or the Secretary General of the ICAC according to its instructions shall set time limits for such measures to be carried out.

Article 37

1. The Arbitral Tribunal shall verify the progress in the preparation of the case materials for the arbitral proceedings and, if it deems necessary with the view to ensure the efficient case management of the arbitral proceedings, may take additional measures to have the case materials prepared, in particular:

1) may order that written explanations, evidence and other additional documents and information to be requested from the parties;

**2) may hold a case management conference, in the course of which the issues, including those related to the conduct of the arbitral proceedings, necessity to establish procedural schedule, conduct oral hearings and/or adoption of procedural measures, clarification of certain grounds and demands are resolved.**

**2. The case management conferences can be held by a meeting in person, by video or telephone conference, or by any other means. The Arbitral Tribunal may ask the parties to provide proposals for the organization of the arbitral proceedings before a case management conference and may invite the parties or their representatives to take part in a case management conference. The Arbitral Tribunal may authorize the Presiding arbitrator to hold a case-management conference.**

3. If further measures are taken to prepare the case materials for the arbitral proceedings, the Arbitral Tribunal or the Secretary General of the ICAC at his command shall set time limits for such further measures to





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be carried out. **The parties and their representatives must adhere to any procedural measure adopted by the Arbitral Tribunal.**

**Place of arbitration**

Article 10

1. The place of arbitration shall be in Kyiv, Ukraine.
2. The parties may agree to hold hearings outside the ICAC location. In this event, all additional expenses arising in connection with the hearings held outside Kyiv shall be borne by the parties to the dispute.
3. The Arbitral Tribunal may, subject to approval by the parties, meet outside the ICAC location at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents.

Article 39

1. The place of arbitration shall be in Kyiv, Ukraine.
2. The parties may agree to hold hearings outside the ICAC location. In this event, all additional expenses arising in connection with the hearings held outside Kyiv shall be borne by the parties.
3. The Arbitral Tribunal may after the parties' approval hold oral hearings and other hearings outside the ICAC location, at any place it considers appropriate for meetings of arbitrators, by hearing witnesses, experts or representatives of the parties, or for inspection of goods, other property or documents.
4. **If oral hearing and/or other meetings are being held at the place other than the place of arbitration, or by videoconference, the arbitration is deemed to be held at the place of arbitration indicated in this Article (Part 1). The Arbitral Award is considered to be made at the place of arbitration.**

**Language(-s) of the arbitral proceedings**

Article 11.

1. **The arbitral proceedings shall be conducted in Ukrainian or Russian languages.**
2. The parties are free to agree on the language or languages to be used in the arbitral proceedings. Failing such agreement, **the ICAC shall determine the language or languages to be used in the proceedings.** This agreement or determination, unless otherwise specified therein, shall apply to any written statement by a party, any hearing and any award, decision or other communication by the ICAC.
3. **The ICAC** may order that any applications and documentary evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the ICAC.

Article 40

1. The parties are free to agree on the language or languages to be used in the arbitral proceedings. When failing such agreement, **the Secretary General of the ICAC upon the receipt of the Statement of Claim shall determine the language or languages to be used at the stage of the preliminary case preparation. The language of the contract, the language of the parties' correspondence, location of the parties and other circumstances are taken into account therein. The issue of the language of the arbitral proceedings is finally decided upon by the Arbitral Tribunal, the due regard being given to circumstances of the case, parties' positions presented in the course of the arbitral proceedings as well as any other circumstances related to the case.**

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

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2. The language of the arbitral proceedings shall be applied to any written statement and request of a party, any hearing and any award, rulings, orders and decision or other notifications of the ICAC.

3. **The Arbitral Tribunal or the Secretary General of the ICAC** may order that any statements and documentary evidence shall be accompanied with a translation into the language or languages agreed upon by the parties or determined according to this Article (Part 1).

**4. If an arbitration is not conducted in Ukrainian, Russian or English languages, the costs of the ICAC related to interpretation of procedural documents and the interpreter attendance in the meetings of the Arbitral Tribunal may be assigned to both parties in equal shares. In case a party appointed the arbitrator who has not a command of the language of the arbitral proceedings, the interpretational costs of case materials for this arbitrator and costs connected with interpreter attendance in the meetings of the Arbitral Tribunal shall be borne by the party who has made such an appointment. The ICAC may require an advance payment of such costs.**

5. The ICAC may provide a party, at his request and for his expense, with interpreting services in the course of the oral hearings.

**Oral hearing**

Article 37

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 may participate in the arbitral proceedings directly or through their duly authorized representatives.

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

Article 47

1. An oral hearing shall be held to allow the parties to present their positions in the case on the basis of the evidence submitted by them and the oral debate to be held. The hearing shall be held in camera. With the permission of the Arbitral Tribunal and with the consent of the parties, persons not participating in the arbitral proceedings may be present at the hearing.

**2. A party may request the Arbitral Tribunal to participate in an oral hearing via the video-conferencing systems. Such request shall be considered by the Arbitral Tribunal with regard to the case circumstances and the opinion of the other party. The Arbitral**

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**Expedited  
arbitral  
proceedings**

No similar provisions.

**Tribunal has the right to hear witnesses or experts via the video-conferencing systems.**

3. A party may request the Arbitral Tribunal of a case hearing in its absence.

4. After an oral hearing is closed, no statements, arguments or evidence can be submitted by the parties, unless they have been claimed or permitted by the Arbitral Tribunal for submission.

**Article 45**

1. The expedited arbitral proceedings shall be conducted when the parties have provided for it in the arbitration agreement or subsequently agreed on such proceedings. The parties' agreement on expedited arbitral proceedings shall be admissible no later than filing a response to the Statement of Claim.

2. Unless otherwise agreed by the parties, the provisions of the present Rules shall be applied to an expedited arbitral proceedings with the following exceptions.

3. The arbitration fee provided for in Article 16 of the present Rules shall be paid within 15 days.

4. The Statement of Defense shall be submitted by the Respondent within 10 days upon the date of the Statement of Claim receipt. The exchange of written statements of the parties on the merits of the dispute is limited to filing a Statement of Claim and a Statement of Defense and, if applicable, a counterclaim and objections to a counterclaim, if, with due regard for the case circumstances, the Arbitral Tribunal or, before its constitution, the Secretary General of the ICAC does not consider it appropriate to allow the parties to submit additional written statements. The Respondent is entitled to file a counter-claim or a set-off statement within 10 days from the date of the Statement of Claim receipt.

5. The arbitral proceeding is carried out on the basis of written materials only without an oral hearing unless, without undue delay, either party requests it or the Arbitral Tribunal shall not consider it

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expedient to conduct an oral hearing in the light of the case circumstances. In case of an oral hearing, the Secretary General of the ICAC shall notify the parties on the date, time and place of hearing and the composition of the Arbitral Tribunal by the Notices sent to them not less than 15 days prior to the day of such hearing.

6. The expedited arbitral proceedings shall be conducted by the Arbitral Tribunal composed of a sole arbitrator except otherwise agreed by the parties. In arbitration with a sole arbitrator, if the parties within 10 days from the date of the ICAC notification receipt failed to jointly appoint a sole arbitrator, a sole arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry. In arbitration with three arbitrators, each party appoints one arbitrator and two arbitrators so appointed shall appoint a third arbitrator as the Presiding arbitrator in this case; if the party fails to appoint an arbitrator within 10 days from the date of the ICAC notification receipt or if two arbitrators within 10 days from the date of their appointment fail to agree on the appointment of a third arbitrator, an arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry.

7. The Arbitral Tribunal shall render the Arbitral Award within 20 days from the date of the case completion.

8. In view of the complexity of the case and other specific circumstances, including the amendments or supplements by either party of previously stated claims, the Arbitral Tribunal may find the conduct of expedited proceedings inappropriate. In this case, the arbitral proceedings continue in the same composition of the Arbitral Tribunal. The ICAC President may decide not to conduct the expedited arbitral proceedings before the Arbitral Tribunal is constituted.

**Evidence**

Article 42

1. The parties shall be required to prove the circumstances they rely upon in support to their claims or defence. The

Article 52

1. Each party shall prove the evidence that it relies on as either claims or in defence. **Each party shall submit to the Arbitral Tribunal all**



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Arbitral Tribunal may require the parties to produce further evidence. It also may, in its discretion or at the request of either of the parties, order inspection by an expert, and also call and hear witnesses.

2. A party may submit written evidence in the original or as a certified copy of the original. If necessary, the Arbitral Tribunal may require the party to present the original of any document submitted by it in a copy.

3. The Arbitral Tribunal may require the parties to provide the translation of the evidence produced by them into the language of the arbitral proceedings.

4. The Arbitral Tribunal or a party with the approval of the Arbitral Tribunal may request from a competent court of this State **assistance in taking evidence.**

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

6. 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.

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**documents available to it and/or other evidence that this party relies on, including official documents and those in the public domain, except for any documents that have already been submitted by the other party.**

2. The written evidence shall meet the following requirements:

1) the copies of documents certified by the party should correspond to originals and upon the Arbitral Tribunal request an original shall be presented for review;

**2) the translation of documents shall be submitted together with the documents from which the translation is made;**

**3) the documents that a party maintains in electronic form shall be certified by the electronic digital signature. A foreign official document subject to diplomatic or consular legalization may be a written proof if duly legalized.**

**3. The electronic evidence: information in electronic (digital) form, including electronic documents, web sites, text and multimedia messaging, voice messaging, databases and other data in electronic form, stored on portable devices, servers, backup systems shall meet the following requirements:**

**1) electronic or paper copies thereof shall correspond to the originals;**

**2) electronic copies of such evidence shall be certified by an electronic digital signature;**

**3) if submitted in hard copies, the electronic evidence shall be duly certified by a party.**

4. The Arbitral Tribunal at its discretion may:

1) require the parties to provide the translation of the documents produced by them into the language of the arbitral proceedings;

**2) request the parties to present other documents and/or to produce evidence, request a third party to produce evidence that the Arbitral Tribunal considers appropriate for dispute order.**

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The Arbitral Tribunal at its discretion or upon request of either party **if it deems it justifiable** is entitled to appoint carrying out an expert examination or summon and hear witnesses of the case.

5. The Arbitral Tribunal or a party with the approval of the Arbitral Tribunal may request from a competent court to give **assistance in calling for evidence or examination of witnesses.**

**6. If necessary, the Arbitral Tribunal may, on its own initiative or at the request of either party, inspect the material evidence, place or require the inspection thereof by the Arbitral Tribunal appointed expert. Parties shall be notified in advance about the place and time of the inspection. The parties and their representatives shall have the right to attend any such inspection.**

7. Arbitrators shall value the evidence in accordance with **their inner conviction. The admissibility, relevance, credibility and significance of each evidence shall be separately determined by the Arbitral Tribunal as well as the sufficiency and correlation of evidence in the aggregate. No evidence has a predetermined force for the Arbitral Tribunal.**

**8. The Arbitral Tribunal may disregard the documents submitted by the parties if it considers that they have no evidential force and relation to the case or refuse to take evidence submitted with delay, if acknowledges that the party did not provide them earlier without good cause and its acceptance shall significantly delay this case consideration.**

9. Failure by either party to submit appropriate documents and/or other evidence shall not prevent the Arbitral Tribunal from continuing the arbitral proceedings and making an award **on the merits** based on the evidence available in the case file.

#### Witnesses

#### Article 42(1)

1. The parties shall be required to prove the circumstances they rely upon in support to their claims or defence. The Arbitral Tribunal may require the parties to produce further

#### Article 53

**1. The Arbitral Tribunal on its own initiative or upon a request of either party may order to appear witnesses for participation in the arbitral proceedings.**



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evidence. It also may, in its discretion or at the request of either of the parties, order inspection by an expert, and also call and **hear witnesses.**

Article 44(2)

2. Unless otherwise agreed by the parties, if a party so requests, or if the Arbitral Tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him and to **present expert witnesses in order to testify on the points at issue.**

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**2. Any individual who is aware of any significant information and evidence of the case circumstances notwithstanding that the said individual is or was a party of the arbitral proceedings or his official or representative of him may be treated as a witness.**

**3. In a petition for joinder of a witness the party shall specify:**

- 1) the full name, postal address, telephone number and e-mail address of a witness;**
- 2) the description of the subjects on which the witness's testimony is sought;**
- 3) the facts significant in this case which the witness can prove;**
- 4) the language of the witness's testimony;**
- 5) other information which the party considers necessary.**

**4. At the discretion of the Arbitral Tribunal, the testimony of witnesses can be presented in written form or in a form of oral testimony.**

**5. Either party may request that a witness whose written testimony the other party relies on shall appear for an oral questioning at an oral hearing before the Arbitral Tribunal. If a witness whose attendance was determined as mandatory by the Arbitral Tribunal fails to attend this oral hearing for oral testimony without good cause, the Arbitral Tribunal may not take into account his written testimony.**

**6. Party requesting for joinder of the witness shall secure the attendance of that witness on its own. Taking into account the opinions of the parties, the Arbitral Tribunal determines the procedure for examining a witness.**

**Experts**

Article 44 (Experts)

1. Unless otherwise agreed by the parties, the Arbitral Tribunal a) may appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal;

**Article 54. (Party-appointed experts)**

**1. In order to clarify special issues the party may request for joinder of a party-appointed expert. In its request the party shall specify:**

- 1) the full name, telephone number, postal and e-mail addresses of the expert, on whose testimony the party intends to rely on;**
- 2) the information regarding an expert's qualification;**



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b) may require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.

2. Unless otherwise agreed by the parties, if a party so requests, or if the Arbitral Tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him **and to present expert witnesses in order to testify on the points at issue.**

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**3) the information regarding current or past relationship (if any) of expert appointed by a party with any of the parties;**

**4) a subject-matter of an expert report;**

**5) a language of the expert's testimony;**

**6) the other information considered necessary by a party.**

**2. If the Arbitral Tribunal satisfies a petition for joinder of a party-appointed expert, an expert submits his written report.**

**3. Either party may request that a party-appointed expert on whose written report another party relies on shall appear for questioning at an oral hearing before the Arbitral Tribunal. If the Arbitral Tribunal considers this petition justifiable, it shall determine the time, date and also the manner in which the party-appointed expert shall be examined. Party requesting for joinder of an expert shall secure the attendance of that witness on its own.**

Article 55 (Arbitral Tribunal-appointed experts)

1. Unless otherwise agreed by the parties, **in order to clarify issues arising out of a case consideration requiring special knowledge**, the Arbitral Tribunal **on its own initiative or upon a request of either party** may:

1) appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal;

2) require a party to provide an expert with any relevant information or to produce for examination or to provide the possible access to any relevant documents, goods or other property for inspection **related to a case. The Arbitral Tribunal shall issue its determination on an appointment of the examination.**

**2. The parties have the right to offer questions to be raised before an expert. The final decision on this issue is taken by the Arbitral Tribunal.**

**3. The parties have the right to request the Arbitral Tribunal to conduct examination in a respective expert agency, entrust it to a**



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**Rendering of  
the arbitral  
award**

Article 49

1. The Arbitral Tribunal shall render an award in the case at its meeting **after the oral hearing is closed.**
2. In arbitral proceedings with three arbitrators, an award shall be made by a majority vote.
3. The award shall be made in writing and shall be signed by **the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the Arbitral Tribunal shall suffice, provided that the reason for any omitted signature is stated. Any arbitrator disagreeing with the award made may express**

certain expert, challenge an expert, request the Arbitral Tribunal to appoint re-examination.

4. Any expert shall be and remain impartial and independent of the parties. Before an acceptance of his or her appointment, he or she shall deliver to the Arbitral Tribunal the description of qualification and declaration of independence from the parties, their representatives and the Arbitral Tribunal.

5. An expert's report shall presented in writing and this report shall contain conclusions on questions raised before expert by the Arbitral Tribunal and based on researching of objects of examination conducted with the use of special scientific knowledge. The ICAC Secretariat forwards the copies of an expert's report to the parties and proposes to them to present in writing their opinion with regard to a report.

6. Unless otherwise agreed by the parties, if a party so requests, or if the Arbitral Tribunal considers it necessary, an expert shall, after delivery of his written or oral report, participate in the hearing where the parties have the opportunity to put questions to him.

**7. The expenses as regards carrying out an examination, including an expert's fee are funded in a manner determined by the Section VII of the Schedule of Arbitration Fees and Costs.**

Article 60

1. **After the Arbitral Tribunal finds that all circumstances of a case have been sufficiently clarified, it will proceed to an Arbitral Award rendering.**
2. **The Arbitral Award shall be made by a sole arbitrator or in the arbitral proceedings with three arbitrators – by a majority vote. Any arbitrator disagreeing with the made Arbitral Award may express in writing his dissenting opinion which shall be attached to the award.**
3. The Arbitral Tribunal renders the Arbitral Award **within 30 days from the date of a case completion of hearing. The President of the ICAC**



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**in writing his dissenting opinion, which shall be attached to the award.**

4. The award shall contain, in particular:

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

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**is entitled in exceptional cases to extend the period for rendering of the Arbitral Award.**

4. The Arbitral Award shall be made in writing and shall be signed by **the composition of the Arbitral Tribunal.**

**5. If one of the arbitrators fails to sign the Arbitral Award, the ICAC President certifies this circumstance specifying the reasons for the lack of the arbitrator's signature. In this case, the date of rendering of the Arbitral Award is determined with respect to the date of certification of this circumstance.**

6. The Arbitral Award shall contain, in particular:

- 1) the name of the ICAC;
- 2) the case registration number;
- 3) the place of arbitration;
- 4) the date of the award;
- 5) the composition of the Arbitral Tribunal **and the procedure of its constitution;**
- 6) the names of the parties to dispute and other persons participating in the arbitral proceedings;
- 7) the substantiation of the ICAC competence;**
- 8) the subject matter of the dispute and a summary of the circumstances of the case;
- 9) the reasons for the award;
- 10) the conclusion on the granting or dismissal of the **Statement of Claim;**
- 11) the amounts of arbitration fees and costs of the case, their apportionment thereof between the parties;
- 12) the signatures of arbitrators.

**7. Before signing any Arbitral Award, the Arbitral Tribunal shall submit the draft to the Secretary General of the ICAC, who, without prejudice to the independence of the Arbitral Tribunal in making an award, may draw attention of the Arbitral Tribunal to any identified non-compliance of the draft Arbitral Award with the requirements of the present Rules, including in relation to the form of the Arbitral**

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Award, errors, omissions or typos. The recommendations of the Secretary General of the ICAC shall be considered within 10 days from the date of their receipt. The failing to eliminate such inconsistencies, the General Secretary of the ICAC may inform the ICAC Presidium about it.

8. The Arbitral Award is deemed to be rendered at the place of arbitration and on the specified in the Arbitral Award date, which is determined with respect to the date of the last signature of an arbitrator, entering into the composition of the Arbitral Tribunal.

**Arbitration fees and costs** No similar provisions.

SCHEDULE OF ARBITRATION FEES AND COSTS  
SECTION III

[...] 2. The ICAC Presidium on the proposal of the Arbitral Tribunal may, in connection with the special complexity of the case, the multiplicity of claims or participants within one arbitral proceeding, the significant time costs and expenses connected with arbitration, decide to increase the size of the arbitration fee.

[...] 7. The arbitration fee minus the amount of the registration fee (600 US dollars) paid at the submission of the Statement of Claim, shall be paid by the Claimant within 30 days after receipt of the notice of the ICAC about the amount of the fee to be paid. The ICAC may grant a deferral in payment of the arbitration fee upon the grounded request of the Claimant. The case shall not be in progress until the amount of the arbitration fee indicated in the notice of the ICAC has been credited to the account of the Ukrainian Chamber of Commerce and Industry.

[...] 10. In case of a repeated application to the ICAC and initiation of the arbitral proceedings between the same parties to dispute, about the same subject-matter and on the same merits in connection with the setting aside of the ICAC award by the state court, the arbitration fee shall be paid in the amount of 50% of the amount of the arbitration fee to be due for payment in accordance



INTERNATIONAL  
COMMERCIAL  
ARBITRATION  
COURT



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<b>Storage of materials of cases considered by the ICAC</b>	No similar provisions.	<b>with item 1 of Section III of the present Schedule, but not less than the amount of the minimum fee specified in it.</b> Article 70 1. The cases that have been considered are stored in the ICAC within 10 years from the date of the awards have been rendered.

## SCHEDULE 2

### ARTICLE 7. | THE ICAC PRESIDUM

1. The ICAC Presidium shall comprise ex officio of the President and Vice Presidents of the ICAC, and also of seven members appointed by the Presidium of the Ukrainian Chamber of Commerce and Industry on the proposal of the President of the ICAC among persons of the Recommendatory List of the ICAC Arbitrators for a period of five years. If no new members have been elected to the Presidium upon expiry of the aforesaid period, the current members of the Presidium shall continue to fulfil their duties until such new members are elected.

2. The President of the ICAC shall act as the Chairman of the ICAC Presidium. In case of impossibility by the Chairman of the ICAC Presidium to fulfil his functions, one of the ICAC Vice Presidents is empowered by him to fulfil his functions.

3. The Secretary General of the ICAC shall fulfil the duties of the Secretary of the ICAC Presidium and shall attend meetings of the ICAC Presidium with the right of a deliberative vote.

4. The ICAC Presidium shall:

- 1) fulfil duties within its competence in accordance with these Rules;
- 2) study and summarize arbitration practices, including practice concerning an application of the ICAC Rules;
- 3) submit to the Presidium of the Ukrainian Chamber of Commerce and Industry for approval the ICAC Rules and proposals on amendments/supplements thereto;
- 4) submit to the Presidium of the Ukrainian Chamber of Commerce and Industry for approval the Recommendatory List of Arbitrators of the ICAC and proposals on amendments/supplements thereto;
- 5) consider opportunities for the dissemination of information about the ICAC activities and development of the international relations;
- 6) consider other issues relating to the activities of the ICAC.

5. The ICAC Presidium for a period of his authorities may create consultative and advisory bodies, approve the Regulations on them and their personal composition.

6. Six members of the ICAC Presidium constitute a quorum. The ICAC Presidium shall adopt orders by a simple majority of votes. In the event of vote parity, the Chairman of the ICAC Presidium shall have the decisive vote. The orders of the ICAC Presidium shall be formalized in the minutes. The Chairman and the Secretary of the ICAC Presidium shall sign the minutes.

7. As a matter of urgency, the ICAC Presidium may adopt orders by polling the members thereof with the use of means of communications and electronic means of communication with subsequent fixation of the poll results in the minutes.

8. No members of the ICAC Presidium shall speak out or vote on orders to be adopted by the ICAC Presidium on arbitral proceedings in which they take or took part.

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

### ARTICLE 8. | THE ICAC PRESIDENT AND VICE PRESIDENTS

1. The ICAC President and his Vice Presidents shall be appointed by the Presidium of the Ukrainian Chamber of Commerce and Industry on the proposal of the ICAC Presidium for a period of five years from the number of persons included in the Recommendatory List of ICAC Arbitrators. If no new ICAC President and his Vice Presidents have been appointed upon an expiry of the aforesaid period, the current ICAC President and his Vice Presidents shall continue to fulfil their duties until such new authorities are appointed.

2. The ICAC President shall organize the activities of the ICAC, fulfil duties within its competence in accordance with these Rules, represent and act on behalf on the ICAC in Ukraine and abroad.

3. The duties of the ICAC Vice Presidents shall be determined by the ICAC President. In the absence of the ICAC President, the duties of his office shall be fulfilled by one of his Vice Presidents as specified by the ICAC President.

### ARTICLE 9. | THE ICAC SECRETARIAT

1. The ICAC Secretariat shall fulfil the duties necessary for the smooth functioning of the ICAC in accordance with these Rules. All correspondence between the ICAC and the parties involved in the arbitration shall proceed through the Secretariat. The Secretariat shall be headed by the Secretary

General, who shall organize an office work and fulfil other duties within its competence in accordance with these Rules.

2. The Secretary General of the ICAC shall have two deputies. In the absence of the Secretary General, the duties of his office shall be fulfilled by one of his deputies as approved by the ICAC President.

3. The Secretary General of the ICAC shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry on the proposal of the ICAC President. To be eligible for appointment as Secretary General of the ICAC, a person is required to have a degree in law.

4. The employees of the ICAC Secretariat shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry on the proposal of the ICAC President.

5. The ICAC Secretariat shall be guided by the provisions of these Rules in fulfilling its duties and shall report to the ICAC President.