

APPENDIX  
to the Rules of the International Commercial  
Arbitration Court at the Ukrainian Chamber of  
Commerce and Industry

## **SCHEDULE OF ARBITRATION FEES AND COSTS**

### **SECTION I. DEFINITIONS**

1. “Registration fee” shall mean a fee to be paid by the Claimant when a Statement of Claim is filed with the ICAC to cover the costs to be incurred in connection with commencement of the arbitral proceedings. The registration fee shall be a part of the arbitration fee.
2. “Arbitration fee” shall mean a fee to be paid by the Claimant for each claim filed with the ICAC to cover the costs of the ICAC to be incurred in connection with the arbitration of a case.

Arbitration fee includes arbitrators’ fees for examination and settlement of a dispute and an administration fee payable to cover the costs of organization and conduct of the arbitral proceedings, including general business expenses made by the ICAC.

3. “Additional costs of the arbitral proceedings” shall mean special-purpose expenses arising in connection with the examination of a specific case (expenses for expert’s examination and for translations, travelling expenses of the arbitrators, and so on).
4. “Expenses of the parties” shall mean expenses incurred by the parties separately to protect their interests in proceedings conducted at the ICAC (travelling expenses of the parties’ representatives, lawyers’ fees, and so on).

### **SECTION II. REGISTRATION FEE**

1. The registration fee to be paid by the Claimant when a Statement of Claim is filed with the ICAC shall amount to 600 US dollars.
2. The residents shall pay the registration fee in Hryvnia (UAH) at the exchange rate of the National Bank of Ukraine on the day of payment. The amount of the registration fee shall be transferred to the account of

the Ukrainian Chamber of Commerce and Industry No. 260020128332 in JSC Ukreximbank, Kyiv, MFO 322313, identification code 00016934.

The non-residents shall pay the registration fee in a freely convertible currency on the foreign currency account of the Ukrainian Chamber of Commerce and Industry UA863223130000000260020128332 in the same bank.

The Ukrainian Chamber of Commerce and Industry shall be indicated as a beneficiary.

The registration fee shall be paid without VAT (Value Added Tax).

3. The registration fee is not refundable. Upon subsequent payment of the arbitration fee, the registration fee is credited to the amount of the arbitration fee.

### SECTION III. ARBITRATION FEE

1. The claims shall be paid by the arbitration fee depending on the amount of the claim according to the following schedule:

Amount of the claim in US dollars	Arbitration fee in US dollars
up to 10,000	1,800
10,001 to 50,000	1,800 + 6% on the amount above 10,000
50,001 to 100,000	4,200 + 4% on the amount above 50,000
100,001 to 200,000	6,200 + 3% on the amount above 100,000
200,001 to 500,000	9,200 + 2% on the amount above 200,000
500,001 to 1,000,000	15,200 + 1% on the amount above 500,000
1,000,001 to 2,000,000	20,200 + 0,5% on the amount above 1,000,000
2,000,001 to 5,000,000	25,200 + 0,45% on the amount above 2,000,000
5,000,001 to 10,000,000	38,700 + 0,3% on the amount above 5,000,000
10,000,001 to 20,000,000	53,700 + 0,2% on the amount above 10,000,000
20,000,001 to 50,000,000	73,700 + 0,15% on the amount above 20,000,000
over 50,000,000	118,700 + 0,1% on the amount above 50,000,000 but not more than 350,000

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.

3. The arbitration fee indicated in item 1 of this Section shall be paid when the case is examined by the Arbitral Tribunal consisting of three arbitrators. If the case is examined by a sole arbitrator, the arbitration fee shall be reduced by 20%.
4. To determine the amount of the arbitration fee in each case, the amount of the claim (if it is expressed in currencies other than US dollars) shall be converted to amount expressed in US dollars at the exchange rate of the National Bank of Ukraine on the date when the claim is submitted.
5. The residents shall pay the arbitration fee in Hryvnia (UAH) at the exchange rate of the National Bank of Ukraine on the day of payment. The sum of the arbitration fee shall be transferred to the account of the Ukrainian Chamber of Commerce and Industry No. 260020128332 in JSC Ukreximbank, Kyiv, MFO 322313, identification code 00016934.

The non-residents shall pay the arbitration fee in a freely convertible currency on the foreign currency account of the Ukrainian Chamber of Commerce and Industry UA863223130000000260020128332 in the same bank.

The Ukrainian Chamber of Commerce and Industry shall be indicated as a beneficiary.

The arbitration fee shall be paid without VAT (Value Added Tax).

6. The arbitration fee and all other amounts due to the ICAC shall be considered as paid on the date when they are credited to the account of the Ukrainian Chamber of Commerce and Industry.

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

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.

8. If the Claimant increases the amount of the claim and/or its supplements, he shall pay the extra arbitration fee, calculated from an increased amount of the claim and/or its supplement. If the Claimant fails to do it, his application for increase in the amount of the claim or its supplement shall be disregarded.
9. When the arbitral proceedings in several cases are consolidated into one arbitral proceeding, the total amount of the arbitration fee is determined by summing up the arbitration fees calculated separately for each case before consolidating the proceedings for them.
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 with item 1 of Section III of the present Schedule, but not less than the amount of the minimum fee specified in it.

#### **SECTION IV. REDUCTION IN THE AMOUNT AND PARTIAL RETURN OF THE ARBITRATION FEE**

1. If, in the course of the arbitral proceedings, the parties have agreed that the case shall be examined by a sole arbitrator, surplus amount of the arbitration fee paid by the Claimant for the examination of the case by the Arbitral Tribunal consisting of three arbitrators shall be returned to the Claimant.
2. If the Arbitral Tribunal terminates the arbitral proceedings:
  - a) before the date of the first meeting, 50% of the amount of the arbitration fee (the registration fee is to be deducted from the amount of the arbitration fee) shall be returned to the Claimant;

- b) at the first meeting without rendering an award, 25% of the amount of the arbitration fee (the registration fee is to be deducted from the amount of the arbitration fee) shall be returned to the Claimant.
3. If the President of the ICAC terminates the arbitral proceedings, 75% of the amount of the arbitration fee (the registration fee is to be deducted from the amount of the arbitration fee) shall be returned to the Claimant.
  4. When the Arbitral Tribunal renders an Arbitral Award on agreed terms in the first meeting, 25% of the arbitration fee without registration fee shall be returned to the Claimant. The remaining amount of the arbitration fee shall be apportioned among the parties, unless the parties have agreed on a different apportionment of the arbitration fee in the settlement agreement.
  5. The decision on the partial return of the arbitration fee shall be inserted into the award or an order for the termination of the arbitral proceedings.

#### **SECTION V. ARBITRATION FEE FOR A COUNTER-CLAIM OR SET-OFF**

1. A counter-claim or set-off shall be subject to the same rules as are applicable to the arbitration fee for the initial claim. The arbitration fee for a counter-claim or set-off statement shall be calculated at rates being effective on the filing date of the initial claim and shall be paid as specified in Section III of this Schedule.

#### **SECTION VI. APPORTIONMENT OF THE ARBITRATION FEE**

1. Unless the parties have agreed otherwise, the arbitration fee shall be charged to the party against which the award is made, if there are other rules.
2. If a claim is granted in part, the arbitration fee shall be charged to the Respondent in proportion to the amount of the granted claims, and the Claimant shall bear the arbitration fee relating to the amount of the claim that have been dismissed.

#### **SECTION VII. PAYMENT OF THE ADDITIONAL COSTS OF THE ARBITRAL PROCEEDINGS**

1. The ICAC may require the parties or either of them

to deposit an advance for the additional costs of the arbitral 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. The ICAC may make performance of any 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 out of the place of the hearings at the ICAC, that party shall be required to deposit an advance for the costs of the participation of such arbitrator in the arbitral proceedings (travelling expenses, accommodation, board, visa, and so on). If the party fails either to deposit the required advance within the fixed period of time or to appoint any other arbitrator whose participation in the arbitral proceedings does not entail additional costs, the party shall be deemed to have waived his right to appoint an arbitrator, and the President of the Ukrainian Chamber of Commerce and Industry shall appoint an arbitrator for such party.

If such person is acting as a presiding arbitrator or a sole arbitrator, the advance for the costs of his participation in the arbitral 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 in full.

4. If, during the examination of 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.

The ICAC may require the respective party to deposit an advance for such costs.

5. If the arbitral proceedings in the case are conducted neither in Ukrainian, Russian nor in English languages, all possible costs of translation shall be charged to both parties in equal amounts.

The ICAC may require the respective party or both parties to deposit an advance for such costs.

6. If the case is being considered in two or more languages, additional 400 US dollars are paid to the arbitration fee.

7. If the parties have agreed that the hearings of the case shall be held outside the ICAC location, the parties shall bear solidary all additional costs connected with holding of hearings including travelling and accommodation expenses of arbitrators.

The ICAC may require the parties or either of them to preliminary grant a respective guarantee to compensate for these costs as well as to deposit an advance for such costs.

Failing deposit of the required advance within the fixed period of time, the hearings of the case shall be held in the place of the ICAC location (Kyiv city).

8. The apportionment of additional costs between the parties is carried out taking into account Sections VI and IX of this Schedule.

## **SECTION VIII. EXPENSES OF THE PARTIES**

1. Each party shall bear its own expenses specified in item 4 of Section I.
2. The expenses incurred by the successful party in connection with the protection of its interests in proceedings conducted at the ICAC (travelling expenses of the parties' representatives, lawyers' fees, and so on) may be charged to the other party to the extent that the Arbitral Tribunal determines that the amount of such costs is reasonable.
3. The request for reimbursement of the said expenses may not be claimed after the completion of the hearing of the case. The Arbitral Tribunal may set a time limit for justifying the amount of such expenses.

## **SECTION IX. DIFFERENT APPORTIONMENT OF ARBITRATION FEES AND COSTS**

1. The ICAC may, taking into account the circumstances of a particular case, order a different apportionment of the arbitration fees, additional costs of the ICAC, and expenses of the parties than that specified in Sections VI-VIII 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 arbitral proceedings.