INTERNATIONAL
COMMERCIAL
ARBITRATION
COURT

RULES

OF THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY

EFFECTIVE AS
OF 1 JANUARY 2018

KYIV 2017

INTERNATIONAL COMMERCIAL ARBITRATION COURT

AT
THE UKRAINIAN
CHAMBER OF
COMMERCE
AND INDUSTRY

WORLD STANDARD
OF THE EFFECTIVE
DISPUTE
RESOLUTION

CONTENTS

ARBITRATION CLAUSE RECOMMENDED BY THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY FOR INCLUDING INTO FOREIGN ECONOMIC CONTRACTS 6

STATUTE ON THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY 7

RULES OF THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY 9

SECTION I. GENERAL PROVISIONS 9
- Article 1. International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry 9
- Article 2. Application of the Rules 9
- Article 3. Disputes that May Be Referred to the ICAC for Arbitration 10
- Article 4. Legal Grounds for Referring Disputes to the ICAC for Arbitration 10
- Article 5. Pleas as to the ICAC Jurisdiction 11

SECTION II. ORGANIZATION OF THE ICAC 12
- Article 6. Arbitrators 12
- Article 7. The ICAC Presidium 12
- Article 8. The ICAC President and Vice Presidents 14
- Article 9. The ICAC Secretariat 14
- Article 10. Reporters 15

SECTION III. SUBMISSION AND FORWARDING OF DOCUMENTS. TIME LIMITS 16
- Article 11. Submission and Forwarding of Documents in the Course of Arbitral Proceedings 16
- Article 12. Time Limits 17

SECTION IV. INITIATION OF THE ARBITRATION PROCEDINGS 18
- Article 13. Filing the Statement of Claim 18
- Article 14. Content of the Statement of Claim 18
- Article 15. Amount of the Claim 19
- Article 16. Arbitration Fees and Costs 20
- Article 17. Rectification of the Statement of Claim 20
- Article 18. Initiation of the Arbitral Proceedings of the Case 21
- Article 19. Forwarding of Claim Materials to the Respondent 22
- Article 20. Statement of Defence 22
- Article 21. Counter-claim and Set-off 23
- Article 22. Participation of Third Parties 24
- Article 23. Procedural Legal Succession 24
- Article 24. Discovery of Additional Documents and Explanations 25

SECTION V. INTERIM MEASURES 25
Article 25. Determination of the Size and the Form of the Claim Security 25
Article 26. Modification or Termination of Interim Measures 26
Article 27. Cross-undertaking in Damages 26
Article 28. Costs and Damages 27
Article 29. Party's Request to Seek for Interim Measures in State Court 27

SECTION VI. THE ARBITRAL TRIBUNAL 28
Article 30. Number of Arbitrators 28
Article 31. Procedure of Constitution of the Arbitral Tribunal 28
Article 32. Independence and Impartiality of the Arbitrators 29
Article 33. Challenge of an Arbitrator 30
Article 34. Termination of an Arbitrator's Authorities for Other Reasons 31
Article 35. Changes in the Composition of the Arbitral Tribunal 31

SECTION VII. CONDUCT OF THE ARBITRAL PROCEEDINGS 32
Article 36. General Principles of the Arbitral Proceedings 32
Article 37. Verification of Progress in Preparation of the Case Materials for Arbitral Proceedings 33
Article 38. Time Limits of the Arbitral Proceedings 33
Article 39. Place of Arbitration 34
Article 40. Language (Languages) of the Arbitral Proceedings 34
Article 41. Applicable Law 35
Article 42. Rules Governing the Arbitral Proceedings 35
Article 43. Procedure of the Arbitral Proceedings 36
Article 44. Waiver of the Right to Object 36
Article 45. Expedited Arbitral Proceedings 37
Article 46. Arbitral Proceedings on the Basis of Written Materials 38
Article 47. Oral Hearing 38
Article 48. Notice of an Oral Hearing 39
Article 49. Default of a Party 39
Article 50. Recording of a Case Oral Hearing 40
Article 51. Amendments or Supplements to the Statement of Claim or Statement of Defence 40
Article 52. Evidence 41
Article 53. Witnesses 42
Article 54. Party-appointed Experts 43
Article 55. Arbitral Tribunal-appointed Experts 44
Article 56. Recess in the Arbitral Proceedings 45
Article 57. Postponement of the Arbitral Proceedings 45
Article 58. Suspension of the Arbitral Proceedings and its Renewal 45

SECTION VIII. TERMINATION OF THE ARBITRAL PROCEEDINGS 46
Article 59. The Arbitral Award and an Order for the Termination of the Arbitral Proceedings 46
Article 60. Rendering of the Arbitral Award 46
Article 61. The Arbitral Award on Agreed Terms 48
Article 62. Separate Arbitral Award 48
Article 63. Forwarding of the Arbitral Award to the Parties 48
Article 64. Correction and Interpretation of the Arbitral Award 48
Article 65. Rendering of the Additional Arbitral Award 49
Article 66. Execution of the Arbitral Award 49
Article 67. An Order for the Termination of the Arbitral Proceedings 50

SECTION IX. FINAL PROVISIONS 51
Article 68. Confidentiality 51
Article 69. Limitation of Liability 51
Article 70. Storage of Materials of Cases Considered by the ICAC 51
Article 71. Publication of Arbitral Awards and Orders 52
Article 72. Effect of the ICAC Rules 52

APPENDIX. SCHEDULE OF ARBITRATION FEES AND COSTS 53

SECTION I. DEFINITIONS 53

SECTION II. REGISTRATION FEE 53

SECTION III. ARBITRATION FEE 54

SECTION IV. REDUCTION IN THE AMOUNT AND PARTIAL RETURN OF THE ARBITRATION FEE 56

SECTION V. ARBITRATION FEE FOR A COUNTER-CLAIM OR SET-OFF 57

SECTION VI. APPORTIONMENT OF THE ARBITRATION FEE 57

SECTION VII. PAYMENT OF THE ADDITIONAL COSTS OF THE ARBITRAL PROCEEDINGS 57

SECTION VIII. EXPENSES OF THE PARTIES 59
SECTION IX. DIFFERENT APPORTIONMENT OF ARBITRATION FEES AND COSTS 59

ARBITRATION CLAUSE RECOMMENDED BY THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY FOR INCLUDING INTO FOREIGN ECONOMIC CONTRACTS

"Any dispute, controversy or claim arising out of or relating to this contract, including the conclusion, interpretation, execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry in accordance with its Rules".

The parties may also indicate the substantive law to govern their contract, to determine the number of arbitrators (one or three), the venue and language of the arbitral proceedings.

The parties to a contract may wish to consider adding:

"This contract shall be regulated by the substantive law of _____

(country)".

"The number of arbitrators shall be

_____

(one or three)".

"The place of arbitration shall be _____

(city)".

"The language(s) to be used in the arbitral proceedings shall be _____

(Ukrainian, Russian or other)".

Annex I to the Law of Ukraine
On International Commercial Arbitration
of 24 February 1994

STATUTE ON THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY

1. The International Commercial Arbitration Court is an independent permanent arbitration institution (third-party tribunal) operating under the Law of Ukraine On International Commercial Arbitration.

   The Ukrainian Chamber of Commerce and Industry approves the Rules of the International Commercial Arbitration Court, the schedule of arbitration fees, the rates of the arbitrators' fees and other expenses of the Court, and assists the Court in other ways to discharge its duties.

2. Pursuant to an agreement of the parties, the following may be referred to the International Commercial Arbitration Court:

   disputes arising out of contractual or other civil law relationships connected with foreign trade and other kinds of international business where the place of business of at least one of the parties is located abroad; or

   disputes between enterprises with foreign investment, international associations and organizations established in the territory of Ukraine or between members thereof, or disputes between them and other subjects of law of Ukraine.

   Civil law relationships resulting in disputes that may be referred to the International Commercial Arbitration Court for arbitration shall include, in particular, the relationships concerning purchase and sale (delivery) of goods, labour and other services, exchange of goods and/or services, carriage of goods and passengers, commercial representation and agency, leasing, scientific and technological exchange, exchange of other intellectual products, construction of industrial and other objects, licensing operations, investment, crediting and settlement operations, insurance, joint ventures and other forms of industrial and business cooperation.

3. The International Commercial Arbitration Court shall also accept for arbitration disputes subject to the jurisdiction thereof by virtue of international agreements of Ukraine.
4. An award rendered by the International Commercial Arbitration Court shall be carried out by the parties voluntarily within the period of time fixed by the Court. If no period is fixed in the award, the award shall be carried out immediately. An award that is not carried out voluntarily within the fixed period of time shall be enforced according to the law and international agreements.
5. In cases subject to the jurisdiction of the International Commercial Arbitration Court, the President of the Court may, at the request of a party, determine the amount and the form of the security for the claim.
6. The International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry has its own seal reproducing its name in Ukrainian and English languages and imaging a sword and the scales of justice.

Approved by the Decision of the Presidium of
the Ukrainian Chamber of Commerce and Industry
No. 25(6) of 27 July 2017

RULES OF THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY

SECTION I. GENERAL PROVISIONS

ARTICLE 1. | INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY

1. The International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (hereinafter – the ICAC) is an independent permanent arbitral institution (the Arbitration Court) operating under the Law of Ukraine "On International Commercial Arbitration".
2. The ICAC has its seat in Kyiv, Ukraine.

ARTICLE 2. | APPLICATION OF THE RULES

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.
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.
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.
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.

ARTICLE 3. | DISPUTES THAT MAY BE REFERRED TO THE ICAC FOR ARBITRATION

1. The parties to a dispute may agree to refer to the ICAC:

   - disputes arising out of contractual or other civil law relationships connected with foreign trade and other kinds of international economic business, including disputes involving individuals where the place of business of at least one of the parties is located abroad;

   - disputes between enterprises with foreign investment and international associations and organizations established in the territory of Ukraine or between members thereof, or disputes between them and other subjects of law of Ukraine.

   The ICAC jurisdiction embraces, in particular:

   - commercial relationships resulting in disputes that may be referred to the ICAC for arbitration shall include the following transactions and not limited to them, namely: relationships concerning purchase and sale (delivery) of goods, labour and other services; exchange of goods and/or services; carriage of goods and passengers; commercial representation and agency; rent (leasing); scientific and technological exchange;

   exchange of other intellectual products; construction of industrial and other objects; licensing operations; investment; crediting and settlement operations; insurance; joint ventures; and other forms of industrial and business cooperation.

2. The ICAC shall also accept for arbitration the disputes subject to the jurisdiction thereof by virtue of international agreements.

ARTICLE 4. | LEGAL GROUNDS FOR REFERRING DISPUTES TO THE ICAC FOR ARBITRATION

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.

   The arbitration agreement shall be in writing. This agreement is considered to be entered into in writing, including electronic form, if it is contained in a document signed by the parties or in an exchange

of letters, e-mails, provided that the information contained therein is available for further use, or communications by telex, telegrams, fax or other means of telecommunication which provide a record of such agreement, in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by another. The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement provided that the contract is concluded in writing and this reference is such as to make that clause a part of the contract.

The arbitration clause, which forms a part of a contract, shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.

2. The issue of availability of legal grounds for referring with a claim to the ICAC for arbitration shall be decided by the President of the ICAC.

ARTICLE 5. | PLEAS AS TO THE ICAC JURISDICTION

1. The issue of the ICAC jurisdiction in a particular case shall be decided by the Arbitral Tribunal examining the case.
2. A plea that the ICAC does not have the jurisdiction shall be raised not later than the submission of the Statement of Defence. A party is not precluded from raising such a plea by the fact that he has appointed, or participated in the appointment of, an arbitrator.

   A plea that the ICAC is exceeding the scope of its jurisdiction shall be raised as soon as the matter alleged to be beyond the scope of its jurisdiction is raised in the course of the arbitral proceedings.

   The Arbitral Tribunal may in any of these cases accept for consideration a plea raised later, if the related delay is deemed justifiable.
3. The Arbitral Tribunal analyzing and considering the plea to its jurisdiction, including the plea based on an invalidity, ineffectiveness or loss of effect of an arbitration agreement shall determine and treat provisions of an arbitration agreement together with evidence produced by the parties.
4. The Arbitral Tribunal may rule on a plea referred to in part two of this article either as a preliminary question or in an award on the merits of the dispute.
5. If the Arbitral Tribunal rules as a preliminary question that it has jurisdiction, either party may request, within

30 days after having received such order of that ruling, the General Court of Appeal upon the ICAC's location to decide the matter, which decision shall be subject to no appeal.

While such a request is pending, the Arbitral Tribunal may continue the arbitral proceedings and make an award on the merits of the dispute.

SECTION II.
ORGANIZATION OF THE ICAC

ARTICLE 6. | ARBITRATORS

1. Consideration of disputes in the ICAC is being performed by arbitrators appointed on the procedure provided by the present Rules.
2. The Presidium of the Ukrainian Chamber of Commerce and Industry shall approve, on the proposal of the ICAC Presidium, the Recommendatory List of the ICAC Arbitrators, for a period of five years, which can include nationals of Ukraine, as well as nationals of other states and persons of no nationality, possessing the requisite specialized knowledge in the field of disputes' settlement within the jurisdiction of the ICAC and meeting high moral and ethical requirements.

   The Recommendatory List of Arbitrators shall contain the full name of the arbitrator, his citizenship, education, academic degree and title, position and place of employment, specialty or specialization, languages and other data as decided by the ICAC Presidium.

   If a new Recommendatory List of Arbitrators has not been approved upon the expiry of five-year term, the previously approved Recommendatory List of Arbitrators is being in force till the approval of a new Recommendatory List of Arbitrators.

   The same person may be included in the Recommendatory List of Arbitrators an unlimited number of times.

ARTICLE 7. | THE ICAC PRESIDIUM

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.

ARTICLE 10. | REPORTERS

1. In any case considered by the ICAC, the President of the ICAC may appoint at the request of the Presiding arbitrator or the sole arbitrator being a reporter from the List of Reporters which is approved by the ICAC Presidium.

   To be eligible for inclusion in the List of Reporters, a person is required to have the requisite knowledge and practical skills in the field of the arbitral proceedings.
2. The Reporter shall be present at the oral hearing of the case and at closed-door sessions of the Arbitral Tribunal, and also shall carry out the appropriate instructions of the Presiding arbitrator or a sole arbitrator related to the arbitral proceedings.
3. At any time in the course of the arbitral proceedings, the Reporter must be impartial and independent and fulfill his functions in good faith. He shall not act as a representative of either party.

   The Reporter must not inform or advise either party on the dispute between the parties or the outcome of the arbitral proceedings, and also disclose details on the deliberations at closed-door sessions of the Arbitral Tribunal.
4. The Reporter shall not be involved in the Arbitral Tribunal decision-making process on the case.
5. The Reporter shall be paid a fee for exercise of his functions from the amount of the arbitration fee.

SECTION III.
SUBMISSION AND FORWARDING OF DOCUMENTS. TIME LIMITS

ARTICLE 11. | SUBMISSION AND FORWARDING OF DOCUMENTS IN THE COURSE OF THE ARBITRAL PROCEEDINGS

1. All documents relating to the initiation and conduct of the arbitral proceedings shall be submitted by the parties to the ICAC Secretariat or in the course of the oral hearing to the Arbitral Tribunal no less than in three copies (with a corresponding increase in the number of copies if several claimants, respondents or third parties participate in the dispute).

   The ICAC Secretariat may invite the parties to submit these documents in electronic form.
2. All documents submitted by either of the parties to the ICAC Secretariat or in the course of an oral hearing to the Arbitral Tribunal shall be forwarded to the other party.

   Any reports prepared by experts or other documents classified as the evidence on which an Arbitral Award may be based shall be transmitted to the parties as well.
3. The ICAC Secretariat shall ensure all documents in a case to be forwarded to the parties in time.

   The ICAC Secretariat shall maintain correspondence with the parties and shall mail the case documents to either of the parties at the addresses indicated by the party or to the representative of the party on its instructions. The documents, sent or delivered to the representative of the party, shall be deemed sent or delivered to the said party.

   The parties shall immediately notify the ICAC of any changes in the addresses indicated previously.
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.

5. Any written notification or communication shall be deemed to have been received if it is delivered to the addressee personally (or its authorized representative) or if it is delivered at his commercial place of business, habitual residence (location) or mailing address. If none of these can be found after making a reasonable inquiry, a written notification or communication is deemed to have been received by the party if it is sent to the addressee's last-known commercial place of business, habitual residence or mailing address by registered letter or any other means which provide a record of the attempt to deliver this notification. The communication is deemed to have been received if the person did not appear for receiving the communication or refused to receive it. The communication shall be deemed to have been received on the day it is so delivered.

ARTICLE 12. | TIME LIMITS

1. Time limits specified in the Rules shall start to run on the day following the date a notification or communication is deemed to have been received by the party (or its authorized representative) in accordance with Article 11 (Part 5) of the present Rules.

   Where in the country of habitual residence or location of the recipient of the notification or communication the day of its receipt is deemed to be an official non-business day, the time limit shall commence on the first following business day.

2. Where in the country of habitual residence or location of the recipient of the notification or communication the last day of specified time limit is deemed to be an official non-business day, the time limit shall be prolonged on the first following business day.
3. For the purposes of the calculation of the compliance of the procedural time limits, any notification or communication of the party shall be deemed to have been sent in time, if it was passed in accordance with Part First and Part Second of this article before the expiry of the appropriate time limits or on the day of its expiry.
4. In case of necessity of performing certain procedural actions, the Secretary General of the ICAC (before the constitution of the Arbitral Tribunal) or the Arbitral Tribunal may extend the time limits specified by the present Rules.

SECTION IV.
INITIATION OF THE ARBITRAL PROCEEDINGS

ARTICLE 13. | FILING THE STATEMENT OF CLAIM

1. The party wishing to initiate the arbitral proceedings shall submit its Statement of Claim to the ICAC.
2. The filing date of the Statement of Claim shall be the date on which it is handed over to the ICAC, or if 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 in case of express delivery it is the date of the waybill.
3. The Statement of Claim may be filed by multiple claimants or against multiple respondents.

ARTICLE 14. | CONTENT OF THE STATEMENT OF CLAIM

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 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.

ARTICLE 15. | AMOUNT OF THE CLAIM

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

ARTICLE 16. | ARBITRATION FEES AND COSTS

1. The Claimant shall pay a registration fee upon the submission of the Statement of Claim to the ICAC. The Claim shall not be deemed to be filed till the registration fee is paid. The registration fee paid for the Statement of Claim is not refundable.
2. The Claimant shall be liable to pay the arbitration fee for each case accepted to the arbitration proceedings by the ICAC. The registration fee, paid by the Claimant, shall constitute a part of the arbitration fee and shall be counted against the payment of the arbitration fee. The case shall stay without progress until the payment of the arbitration fee is made.
3. The amount of the registration and arbitration fees, the manner of calculation, payment and apportionment of the arbitration fee between the parties, and the manner to cover other arbitration expenses are fixed in the Schedule of Arbitration Fees and Costs being an integral part of these Rules (as the Appendix thereto).
4. The violation of the manner and time limits stated for the payment of the arbitration fee and compensation of the expenses of the ICAC may result in the termination of the arbitral proceedings. In such cases a order for termination of the arbitral proceedings shall be issued by the President of the ICAC.

ARTICLE 17. | RECTIFICATION OF THE STATEMENT OF CLAIM

1. Where the Statement of Claim has been filed without adherence to the requirements of Article 11 (Part 1), Article 14 and Article 16 (Part 1) of these Rules, the Secretary General of the ICAC may propose to the Claimant to rectify the imperfections found within the established time limits which, as a rule, shall not exceed one month from the date of such proposal receipt.

2. Where the Statement of Claim contains demands arising from several contracts, it shall be accepted for arbitration provided that there is an arbitration agreement covering all such demands as well as the fulfilment of obligations under these contracts cannot be separated under separate Claims.

   Otherwise, the Secretary General of the ICAC shall propose to the Claimant to separate his Claim's demands and to bring independent Claims under each contract.
3. While the rectification of the imperfections of the Statement of Claim is pending, the Claim materials shall stay without progress. If the Claimant has not rectified these imperfections within a scheduled time limits, the ICAC President shall terminate the arbitral proceedings.

ARTICLE 18. | INITIATION OF THE ARBITRAL PROCEEDINGS OF THE CASE

1. The proceedings in the case shall be initiated by the Order of the ICAC President upon a fact of duly filing of the Statement of Claim to the ICAC and the document confirming the payment of the registration fee in accordance with the Schedule of Arbitration Fees and Costs.
2. In the Order, the ICAC President determines the amount of arbitration fee and proposes to the Claimant to pay the related fee on the account of the Ukrainian Chamber of Commerce and Industry and also, if necessary, to submit the missing documents within a period of 30 days after the Order receipt.

   The Claimant's failure to fulfil the proposals to pay the arbitration fee shall be the ground to terminate the arbitral proceedings.
3. If the Claimant has not communicated to the ICAC the full name of the appointed by him arbitrator or agreed sole arbitrator with the Respondent while submitting the Statement of Claim, the ICAC President offers to the Claimant, in the time limits specified in the present Article (Part 2) subject to the provisions of the arbitration agreement, to communicate to the ICAC the full name of the arbitrator appointed by him or provide evidence of taking all reasonable efforts to reach an agreement with the Respondent on a sole arbitrator candidacy.
4. If it is evident that the consideration of submitted Claim falls outside of the ICAC's jurisdiction scope, the Secretary General of the ICAC shall return the Claim materials to the Claimant within 10 days indicating the reason for return.

5. When the Claimant insists on the acceptance of the claim and on forwarding of claim materials to the Respondent, by referring to the existence of an agreement of the parties on the ICAC's jurisdiction, the ICAC President may, without prejudging the issue of existence, validity or scope of the arbitration agreement, accept the case to the proceedings by the ICAC. In that case the issue of the ICAC jurisdiction shall be decided finally by the Arbitral Tribunal.
6. The order on an initiation of the case proceedings shall be forwarded to the Claimant by the Secretary General of the ICAC not later than 10 days after the related order has been made.

   Simultaneously, the Rules and the Recommendatory List of Arbitrators shall be forwarded to the Claimant.

ARTICLE 19. | FORWARDING OF CLAIM MATERIALS TO THE RESPONDENT

1. After the full payment of the arbitration fee by the Claimant, within 10 days the Secretary General of the ICAC shall send to the Respondent the copies of Claim materials, the Rules and the Recommendatory List of Arbitrators.
2. Simultaneously, the Secretary General of the ICAC shall offer to the Respondent to communicate to the ICAC a full name of the arbitrator appointed by him (or a sole arbitrator agreed with the Claimant), subject to the provisions of the arbitration agreement, as well as to submit in three copies his written explanations (the Statement of Defence) and all documents supporting his objections to the Claimant's demands within the time limits of 30 days after the Claim materials and the ICAC documents receipt.
3. At the request of the Respondent, the above time limits for the submission of the Statement of Defence and the additional documents may be extended by the Secretary General of the ICAC for one month at the most.

ARTICLE 20. | STATEMENT OF DEFENCE

1. The Statement of Defence shall contain the following:

   1) the date;

   2) the full name of the Respondent, the place of his location (habitual residence), postal addresses (in the language of the addressee's country or in the English language), telephone and fax numbers, e-mails;

   3) the contact details of the person representing the

Respondent in the arbitration, 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) proposals as to the applicable rules of law and the language of the arbitral proceedings, provided that the parties failed to stipulate them in the arbitration agreement;

5) an application in which the Respondent acknowledges or objects to the claim demands;

6) a statement of the factual circumstances supporting the position of the Respondent;

7) an evidence to confirm these circumstances;

8) a substantiation of the position of the Respondent with reference to the applicable law;

9) a list of documents and other files attached to the Statement of Defence.

The duly certified documents confirming factual circumstances supporting the position of the Respondent and documents certifying legal status of the Respondent shall be attached to the Statement of Defence.

The Respondent may also file the other documents or information which are considered by him appropriate or may facilitate effective examination of the dispute.

2. The Statement of Defence shall be signed by an authorized person and shall be accompanied by the documentary evidence of his authorisations.
3. The Statement of Defence shall be submitted to the ICAC Secretariat in the number of copies required in accordance with Article 11(Part 1) of the present Rules.

ARTICLE 21. | COUNTER-CLAIM AND SET-OFF

1. Within the time limits specified in Article 19 (Part 2) of the present Rules the Respondent may prosecute a Counter-claim or a Set-off Statement, provided that they are covered by:

   - one arbitration agreement along with the requirements of the principle Claim; or

   - other arbitration agreement providing for referring disputes to the ICAC and compatible with the first arbitration agreement in its content, and also if such Counter-claim or Claim is related to the principal Claim in substantive law.
2. The Counter-claim, which is to be interrelated with the principal Claim, shall meet the same requirements as the principal Claim.

   The Counter-claim shall meet the requirements of the Article 14 of the present Rules.

3. Where the arbitral proceedings are extended because of unjustified delay on the part of the Respondent in submitting his Counter-claim or his Set-off Statement, the Respondent may be required to cover the extra costs and expenses incurred by the ICAC and the other party as a result of the delay.

   The Arbitral Tribunal may disregard a Counter-claim or a Set-off Statement in view of the delay in the dispute settlement.

ARTICLE 22. | PARTICIPATION OF THIRD PARTIES

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.

ARTICLE 23. | PROCEDURAL LEGAL SUCCESSION

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.

ARTICLE 24. | DISCOVERY OF ADDITIONAL DOCUMENTS AND EXPLANATIONS

1. For the purpose of the preliminary preparation of the case for the arbitral proceedings the Secretary General of the ICAC may request from the parties some additional information in relation to any written statements submitted by them and discover additional documents.
2. If a party fails to submit the requested information (in particular, regarding the Respondent's location) or documents the lack of which impedes the further arbitral proceedings in the case, the ICAC President may terminate the arbitral proceedings.

SECTION V.
INTERIM MEASURES

ARTICLE 25. | DETERMINATION OF THE SIZE AND THE FORM OF THE CLAIM SECURITY

1. The ICAC President, and the Arbitral Tribunal after it being composed, may upon the written 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 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. | MODIFICATION OR TERMINATION OF INTERIM MEASURES

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. | CROSS-UNDERTAKING IN DAMAGES

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. | COSTS AND DAMAGES

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. | PARTY'S REQUEST TO SEEK FOR INTERIM MEASURES IN THE STATE COURT

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 act on taking such measures, the party shall immediately notify the ICAC about it.

SECTION VI.
THE ARBITRAL TRIBUNAL

ARTICLE 30. | NUMBER OF ARBITRATORS

1. The parties are free to determine the odd number of arbitrators, including one arbitrator.

   Failing such determination, three arbitrators shall be appointed, 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.
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.

ARTICLE 31. | PROCEDURE OF CONSTITUTION OF THE ARBITRAL TRIBUNAL

1. The parties are free to agree on a procedure of appointing an arbitrator or arbitrators subject to the provisions of the present Rules.

   In the absence of such agreement:

   - in an arbitration with three arbitrators, each party shall appoint one arbitrator and two arbitrators thus appointed shall appoint the third arbitrator acting as the Presiding arbitrator of the Arbitral Tribunal in this case; if a party fails to appoint the arbitrator within 30 days after a notice receipt from the ICAC or if two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, an arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry in accordance with Article 11 (Part 3) of the Law of Ukraine «On International Commercial Arbitration»;

   - in an arbitration with a sole arbitrator, if the parties are unable to agree on a sole arbitrator, he shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry in accordance with Article 11 (Part 3) of the Law of Ukraine «On International Commercial Arbitration».
2. Where the Arbitral Tribunal is to be composed of three arbitrators to arbitrate between several claimants and several respondents, in a collegial proceedings, both, the claimants and respondents shall appoint one arbitrator. If any party fails to reach an agreement jointly within 30 days after a notice receipt from the

ICAC, an arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry.

3. A person assuming the duties of an arbitrator, in the shortest possible time, fill in and sign an application on a form to be approved by the ICAC Presidium, stating his consent to assume and fulfill the duties of an arbitrator in accordance with the ICAC Rules.
4. If a candidate appointed by a party refused to perform the duties of an arbitrator or within 10 days of a notice of his appointment received from the ICAC he did not sign a declaration of his consent to accept an arbitrator's functions, the ICAC Secretariat shall immediately offer this party within 5 days after receiving a notice of it, to appoint the other arbitrator. If the party fails to do so, the arbitrator shall be appointed by the President of the Ukrainian Chamber of Commerce and Industry.
5. The President of the Ukrainian Chamber of Commerce and Industry shall appoint an arbitrator in the shortest possible time.

   The President of the Ukrainian Chamber of Commerce and Industry, in appointing an arbitrator, shall have due regard to any qualifications required of the arbitrator by an agreement of the parties and to such considerations as are likely to ensure the appointment of an independent and impartial arbitrator. In case of an appointment of a sole arbitrator or the Presiding arbitrator, there shall be also taken into account the advisability to appoint an arbitrator of nationality other than that of the party.

   The order of the President of the Ukrainian Chamber of Commerce and Industry on the appointment of an arbitrator shall be final and is not subject to appeal.
6. No person shall be deprived of the right to act as arbitrator because of his nationality, unless otherwise was agreed by the parties.
7. The relations of the arbitrators with the Ukrainian CCI are determined by the applicable law on arbitration. Labor or civil law contracts in connection with the performance of their functions are not concluded.

ARTICLE 32. | INDEPENDENCE AND IMPARTIALITY OF ARBITRATORS

1. In the course of the arbitral proceedings the arbitrators must be impartial, independent and carry out their functions fairly and conscientiously. None of them shall be a representative of either party to the dispute. An arbitrator shall not be entitled to advise either party on the dispute between the parties or the outcome of the arbitral proceeding.

2. A person who has been offered to serve as arbitrator is obliged while filling in a declaration to disclose to the ICAC any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality and independence when considering a certain dispute. An arbitrator shall give immediate notification to the ICAC and to the parties of any such circumstance if it becomes known to him in the course of the arbitral proceedings.

ARTICLE 33. | CHALLENGE OF AN ARBITRATOR

1. Either of the parties may declare the challenge of an arbitrator if circumstances that give rise to justifiable doubts as to his impartiality or independence exist, or if he does not possess qualifications agreed to by the agreement of the parties.

   A party may challenge an arbitrator appointed by it or in whose appointment it has participated, only for reasons of which he becomes aware after the appointment has been made.

   The party's statement on the challenge itself does not suspend or terminate the powers of an arbitrator.
2. A party's written motivated statement of an arbitrator challenge in the number of copies required according to Article 11 (Part 1) of the present Rules shall be submitted to the ICAC not later than 15 days after being notified of an arbitrator appointment with whom respect the challenge has been raised, or having become aware of circumstances that can serve as a reason for a challenge, but not later than the termination of the hearing. Unless a party raises a challenge within the period of time referred to above, it shall be deemed to have waived his right to challenge in future.

   The ICAC Secretariat shall be liable to give an arbitrator and the other party an opportunity to comment on the statement of challenge.
3. If the challenged arbitrator does not withdraw voluntarily or the other party does not agree an arbitrator challenge, the decision on an arbitrator challenge shall be made by the ICAC Presidium.

   The ICAC Presidium may, at its discretion, make the decision on an arbitrator challenge when there are grounds stipulated in this Article (Part 1).

   When the ICAC Presidium makes a decision on an arbitrator challenge, it shall not liable to motivate its decision.
4. If a statement on an arbitrator challenge is not satisfied by the ICAC Presidium, the challenging party may request, within 30 days after having received a notice

of the decision rejecting this challenge, the President of the Ukrainian Chamber of Commerce and Industry to pass a order on the challenge that shall be subject to no appeal. While such request is pending, the Arbitral Tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an Arbitral Award.

5. A self-withdrawal of an arbitrator or a party's consent to terminate his mandate does not imply an acceptance of the validity of any grounds referred to this Article (Part 1).
6. Under the reasons and an order referred to of this Article, the party may challenge a reporter, 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.

ARTICLE 34. | TERMINATION OF ARBITRATOR'S AUTHORITIES FOR OTHER REASONS

1. In the event that an arbitrator is legally or in fact rendered incapable of performing his functions or fails to exercise them without unjustified delay for other reasons, an arbitrator's authorities may be terminated in response to his self-withdrawal or under an agreement between the parties. The ICAC Presidium also may, at its discretion, make a decision to terminate the authorities of an arbitrator for above reasons.
2. If a controversy remains concerning any of these reasons, either party may request the President of the Ukrainian Chamber of Commerce and Industry to make a decision on the termination of an arbitrator's authorities. The order of the President of the Ukrainian Chamber of Commerce and Industry shall be subject to no appeal.
3. A self-withdrawal of an arbitrator or a party's consent to terminate his mandate shall not signify the recognition of any of the reasons referred to this Article (Part 1).

ARTICLE 35. | CHANGES IN THE COMPOSITION OF THE ARBITRAL TRIBUNAL

1. If an arbitrator has declined to assume his duties, or he has been challenged, or his authorities have been terminated under Article 34 of the present Rules, or he cannot participate in the case proceedings for any other reasons, a new arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.

2. If a sole arbitrator is replaced, any case hearings held previously shall be repeated.

   In case of replacement of an arbitrator in the collegial consideration of the dispute, the new arbitrator shall take over the arbitral proceedings at the point that it had reached on the termination of the previous arbitrator's authorities. If necessary, and having regard to the opinions of the parties, the changed Arbitral Tribunal may return to the issues that were examined in the course of the previous case hearings of the Arbitral Tribunal before an arbitrator's replacement.
3. In the event that the need for replacements in the Arbitral Tribunal arises after the closure of the case hearings, the ICAC Presidium may, taking into account the opinions of the remaining members of the Arbitral Tribunal and of the parties, as well as on the basis of the case circumstances, make the decision on completion of the arbitration proceedings with the remaining Arbitral Tribunal.

SECTION VII.
CONDUCT OF THE ARBITRAL PROCEEDINGS

ARTICLE 36. | GENERAL PRINCIPLES OF THE ARBITRAL PROCEEDINGS

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.
2. The parties may deal with the ICAC and participate in the arbitral proceedings directly or through their duly authorized representatives.
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.

ARTICLE 37. | VERIFICATION OF PROGRESS IN PREPARATION OF THE CASE MATERIALS FOR THE ARBITRAL PROCEEDINGS

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 be carried out.

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

ARTICLE 38. | TIME LIMITS OF THE ARBITRAL PROCEEDINGS

1. The time limits of the arbitral proceedings shall not exceed 6 months from the date of the Arbitral Tribunal constitution.
2. If necessary, the ICAC Presidium by a reasoned request of the Arbitral Tribunal or by one of the parties may extend this time limit.

ARTICLE 39. | PLACE OF ARBITRATION

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.

ARTICLE 40. | LANGUAGE (LANGUAGES) OF THE ARBITRAL PROCEEDINGS

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.
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.

ARTICLE 41. | APPLICABLE LAW

1. The Arbitral Tribunal shall settle disputes in accordance with the rules of law that have been chosen by the parties to apply to the subject matter of the dispute. So, any reference to the law or the legal system of any state shall be interpreted as direct reference to the substantive law of such state, rather than to the its conflict rules thereof.
2. Failing such reference by the parties, the Arbitral Tribunal shall apply a law determined by the conflict rules that it deems appropriate.
3. The Arbitral Tribunal shall decide in justice and fairness (ex aequo et bono) or as "amiable compositeur", only if the parties have expressly authorized it to do so.
4. In all cases, the Arbitral Tribunal shall make decisions in accordance with the contract terms and shall take into account the trade usages concerned this contract.

ARTICLE 42. | RULES GOVERNING THE ARBITRAL PROCEEDINGS

1. Subject to the provisions of the Law of Ukraine «On International Commercial Arbitration» and general principles of the arbitral proceedings specified in the present Rules, the parties shall at their own discretion agree on the procedure of the arbitral proceedings to be followed by the Arbitral.

   Failing such agreement, the Arbitral Tribunal may, subject to the provisions of the Law of Ukraine «On International Commercial Arbitration», conduct the arbitration in such manner, as it considers appropriate with the purpose to ensure an effective dispute order

observing in this respect an equal treatment to each party and giving each party an equal and reasonable opportunities for their interests' protection.

2. Parties and their representatives should act in the way to keep the arbitral proceedings fast and cost effective, preventing abuse of procedural rights.

ARTICLE 43. | PROCEDURE OF THE ARBITRAL PROCEEDINGS

1. Subject to any contrary agreement by the parties, the Arbitral Tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral debate, or whether the arbitration shall be conducted on the basis of documents and other materials only. However, unless the parties have agreed that no oral hearings shall be held, the Arbitral Tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by any party.
2. The matters of procedure may be settled by the Presiding arbitrator solely, if so authorized by the arbitrators of the Arbitral Tribunal.
3. The Presiding arbitrator may address the Secretary General of the ICAC and/or give individual orders to the reporter in conjunction with preparation and conduction of the arbitral proceedings.
4. The Arbitral Tribunal may determine time limits for presenting written statements and evidence by the parties with the purpose of advanced examination by either party prior to a case consideration with the documents and materials submitted by the other party.
5. The rulings of the Arbitral Tribunal concerned the procedural issues shall be signed by the Presiding arbitrator or a sole arbitrator and are effective as of the moment of its issuing and they are binding for the parties.

ARTICLE 44. | WAIVER OF THE RIGHT TO OBJECT

1. Within the specified period of time or, when none is set, without unjustified delay, unless a party raises, in the course of arbitral proceedings of the ICAC, an objection to the non-compliance with any provision of these Rules, the arbitration agreement, or applicable legislative regulations on international commercial arbitration that may not have been complied with by the parties, such party shall be deemed to have waived his right to object.

ARTICLE 45. | EXPEDITED ARBITRAL PROCEEDINGS

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 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.

   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 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.

ARTICLE 46. | ARBITRAL PROCEEDINGS ON THE BASIS OF WRITTEN MATERIALS

1. The parties may agree on arbitration of their dispute to be conducted on the basis of written materials only, without holding an oral hearing.

   The Arbitral Tribunal may carry out the dispute on the basis of written documents in the absence of agreement between the parties to this effect, if neither of the parties requests an oral hearing to be held.

   The ICAC Secretariat shall give written notification to the parties of the date of hearing held by the Arbitral Tribunal without the parties' participation.
2. If in the course of the arbitral proceedings of the case on the basis of written materials the Arbitral Tribunal considers that circumstances of the case require the further parties' explanations, the oral hearing is being held with invitation of the parties.

ARTICLE 47. | ORAL HEARING

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 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 48. | NOTICE OF AN ORAL HEARING

1. The Secretary General of the ICAC shall notify the parties of the date, time and place of the first oral hearing of the case and of the composition of the Arbitral Tribunal with writs sent to the parties not less than 30 days prior to the date of the said hearing.

   This time limit may be reduced or extended by a written agreement between the parties.
2. In the event that the next oral hearings are required, the Arbitral Tribunal shall set the dates thereof in view of the particular circumstances.
3. The parties shall be sent a beforehand notice of any meeting of the Arbitral Tribunal, including those conducted for the purposes of inspection the goods, other property or documents.

ARTICLE 49. | DEFAULT OF A PARTY

1. Unless otherwise agreed by the parties, if, without referring to a sufficient cause:

   – the Respondent fails to communicate his Statement of Defence, the Arbitral Tribunal shall continue the arbitral proceedings without treating such failure in itself as an admission of the Claimant's allegations;

   – either party being properly notified of the time and place of the hearing fails to appear at the hearing or to produce documentary evidence, the Arbitral Tribunal has the right to continue the arbitral proceedings and make the award on the evidence before it.

ARTICLE 50. | RECORDING OF A CASE ORAL HEARING

1. If either party considers it necessary to record the course of the oral hearing by technical means of recording, it may, not later than 10 days before the date of this oral hearing, request the Arbitral Tribunal about it, which at its sole discretion decides to approve or reject that request.
2. In view of the case circumstances, the Arbitral Tribunal on its own initiative may acknowledge the necessary recording of this oral hearing of the case.

ARTICLE 51. | AMENDMENTS OR SUPPLEMENTS TO THE STATEMENT OF CLAIM OR THE STATEMENT OF DEFENCE

1. In the course of the arbitral proceedings before the termination of the oral hearing of the case without unjustified delay:

   1) the Claimant may amend and/or supplement his Statement of Claim provided that there is an arbitration agreement still covering such amendment and/or supplement claim and also withdraw his Statement of Claim fully or partly;

   2) the Respondent may amend and/or supplement his objections as to the nature of the claim and/or counter-claims provided that there is an arbitration agreement still covering such amendment and/or supplement claim and also withdraw his counter-claim fully or partly.
2. If the Claimant increases the size and/or supplements of the Statement of Claim, he is liable to pay an extra sum in order to cover an arbitration fee calculated from an increased size of the Statement of Claim and/or its supplement. If the Claimant fails to do it, his application for increase in the size or supplements of the Statement of Claim shall be disregarded.
3. The Arbitral Tribunal may disregard such amendment or supplement to the claim or objections raised thereof, in view of the delay caused or other circumstances.
4. If the Arbitral Tribunal considers the delay caused by either party in amending or supplementing his claim or objections to claim unjustified, it may impose on such party a payment of the additional costs and expenses incurred by the other party due to the said delay.

ARTICLE 52. | EVIDENCE

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 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.

   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.

ARTICLE 53. | WITNESSES

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.
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.

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;

   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 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 56. | RECESS IN THE ARBITRAL PROCEEDINGS

1. On its own initiative or at the request of a party, the Arbitral Tribunal may decide to take a recess in an oral hearing for not more than one month in order the parties could perform any acts or produce any additional documents. The Arbitral Tribunal shall notify the representatives of the parties participating in a case hearing against receipt.

ARTICLE 57. | POSTPONEMENT OF THE ARBITRAL PROCEEDINGS

1. On its own initiative or at the request of a party, the Arbitral Tribunal may postpone a case hearing:

   1) in case of necessity to require either party to produce the new evidence;

   2) in connection with non-appearance of the Respondent's representative in a case hearing if there is no notification in the case materials that a notice of a hearing date was delivered to him;

   3) for amicable dispute settlement

   4) in view of other circumstances determined by the Arbitral Tribunal as such that prevent to settle a dispute in this hearing.
2. By postponement a hearing, the Arbitral Tribunal shall issue a ruling.

ARTICLE 58. | SUSPENSION OF THE ARBITRAL PROCEEDINGS AND ITS RENEWAL

1. The Arbitral Tribunal upon a written request of either party or on its own initiative may order the suspension of the arbitral proceedings for an uncertain period of time in the event that:

   1) the Arbitral Tribunal appoints carrying out of an expert examination;

   2) impossibility to consider a case until the other case related to it is be resolved;

   3) the Arbitral Tribunal or the parties on the consent of the Arbitral Tribunal forward a request to the competent court seeking to facilitate in obtaining evidence;

   4) there are other circumstances that the Arbitral Tribunal deems to prevent a case consideration.

2. The Arbitral Tribunal shall renew the arbitral proceedings after the elimination of the circumstances that led to its suspension.
3. The Arbitral Tribunal shall issue the rulings on suspension of the arbitral proceedings and its renewal.
4. The suspension of the arbitral proceedings stops the duration of the arbitral proceedings time period, determined by Article 38 of the present Rules.

SECTION VIII.
TERMINATION OF THE ARBITRAL PROCEEDINGS

ARTICLE 59. | THE ARBITRAL AWARD AND THE ORDER FOR TERMINATION OF THE ARBITRAL PROCEEDINGS

1. The arbitral proceedings shall be terminated by rendering of the Arbitral Award or the Order for the Termination of the arbitral proceedings.
2. The mandates of the Arbitral Tribunal are terminated simultaneously with a completion of the arbitral proceedings without prejudice however to the provisions of Articles 64 and 65 of the present Rules.

ARTICLE 60. | RENDERING OF THE ARBITRAL AWARD

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 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 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.

ARTICLE 61. | THE ARBITRAL AWARD ON AGREED TERMS

1. If in the course of the arbitral proceedings, the parties settle their dispute by conclusion of an amicable agreement, the Arbitral Tribunal may, at the request of the parties and in the absence of its objections, record such settlement in a form of the Arbitral Award under the agreed terms.
2. The Arbitral Award made under the agreed terms shall be subject to the respective provisions of Article 60 of the present Rules.

   Such an award shall have the same status and effect as any other award on the merits of a dispute.

ARTICLE 62. | SEPARATE ARBITRAL AWARD

1. At a request of one of the parties on a separate issue or a part of claims, if the Arbitral Tribunal taking into account the circumstances of a case finds it appropriate, a separate Arbitral Award may be made, including in case of partial granting of a party's claims. Such award shall have the same status and effect as any other award on the merits of a dispute.
2. A separate award shall be subject to the respective provisions of Article 60 of the present Rules.

ARTICLE 63. | FORWARDING OF THE ARBITRAL AWARD TO THE PARTIES

1. The ICAC Secretariat shall forward the Arbitral Award to the parties after the award has been signed by the Arbitral Tribunal.
2. The Secretary General of the ICAC at the direction of the Arbitral Tribunal may determine the forwarding of the award to the parties by full compensation by them of the arbitration costs, unless such costs were not covered by the parties or either of them previously.

ARTICLE 64. | CORRECTION AND INTERPRETATION OF THE ARBITRAL AWARD

1. Either party, having notified the other party, may, within a reasonable time period after receipt of the Arbitral Award, request the Arbitral Tribunal to correct the mistakes made in the award in the calculations, clerical errors or other errors of a similar nature. The Arbitral Tribunal, if it considers the request justified, shall make

corrections within 30 days from the date of its receipt.

The Arbitral Tribunal may correct such errors on its own initiative.

2. Either party, having notified the other party, may, within 30 days upon receipt of the Arbitral Award, request the Arbitral Tribunal to clarify a particular item or part of the Arbitral Award.

   Upon appropriate agreement between the parties the Arbitral Tribunal, if it considers the request justified, shall within 30 days upon its receipt give the necessary clarification.

3. The ICAC Presidium may, if necessary, extend the period of time within which the Arbitral Tribunal shall make a correction or relevant clarification under this Article (Part 2).

ARTICLE 65. | RENDERING OF THE ADDITIONAL ARBITRAL AWARD

1. Having notified the other party, either party may, within 60 days of the Arbitral Award receipt, request the Arbitral Tribunal to render the additional arbitral award as to the claims properly presented in the arbitral proceedings but omitted in the award.
2. If the Arbitral Tribunal considers such request to be justified and considers that the omissions can be rectified without any further hearings or evidence, it shall render the additional arbitral award within 60 days from the date of the request receipt. The additional arbitral award shall be an integral part of the Arbitral Award, and shall be subject to the respective provisions of Article 60 of these Rules.
3. The ICAC Presidium may, if necessary, extend time limits within which the Arbitral Tribunal shall make an additional arbitral award.

ARTICLE 66. | EXECUTION OF THE ARBITRAL AWARD

1. The Arbitral Award shall be final and binding on the parties from the date of its adjudication.
2. The Arbitral Award shall be implemented by the parties voluntarily within the period of time fixed in the award. If no time period is fixed in the award, the award shall be implemented immediately.
3. The Arbitral Award that is not implemented voluntarily within a fixed period of time shall be enforced according to the procedural legislation and international agreements of the country where the enforcement of the award is sought.

ARTICLE 67. | AN ORDER FOR THE TERMINATION OF THE ARBITRAL PROCEEDINGS

1. An Order for the Termination of the arbitral proceedings before the constitution of the Arbitral Tribunal shall be issued by the ICAC President. The grounds for termination of the arbitral proceedings are as follows:

   1) the Claimant withdraws his claim;

   2) the parties agree on the termination of the arbitral proceedings;

   3) the Claimant violates the procedure and terms of payment of the arbitration fee;

   4) the Claimant fails to rectify the defects of the Statement of Claim within a fixed period of time;

   5) the Claimant fails to submit to the ICAC the information (in particular, on the Respondent's postal address or on the Claimant's address modification) or documents, necessary for the further arbitral proceedings;

   6) a continuation of the arbitral proceedings has for any other reason become unnecessary or impossible.
2. The Arbitral Tribunal shall issue an Order for the termination of the arbitral proceedings when:

   1) it finds that ICAC does not have the jurisdiction to settle such dispute;

   2) the Claimant withdraws his claim, unless the Respondent objects thereto and raises objections to the termination of the arbitral proceedings and the Arbitral Tribunal recognizes a legitimate interest of the Respondent in obtaining a final settlement of a dispute;

   3) the parties agree on the termination of the proceedings;

   4) the Arbitral Tribunal finds that a continuation of the arbitral proceedings has for any other reason become unnecessary or impossible.
3. The respective provisions of Article 60 of the present Rules shall be applied to an Order for the termination of the arbitral proceedings.

SECTION IX.
FINAL PROVISIONS

ARTICLE 68. | CONFIDENTIALITY

1. Unless otherwise agreed by the parties, the consideration of cases and other related activities of the ICAC is confidential.
2. Unless otherwise agreed by the parties, the Arbitral Tribunal and the parties shall observe the confidentiality of any document submitted by a party or a person being not a party to the arbitration and not available in public sources.
3. The arbitrators, reporters, the Arbitral Tribunal-appointed experts, the ICAC and its employees, the Ukrainian Chamber of Commerce and Industry and its employees are obliged not to disclose the information that has become known to them about the cases being considered in the ICAC, which may damage the legitimate interests of the parties or the ICAC.
4. The ICAC President shall determine the procedure for access to the materials and information relevant to the activities of the ICAC.

ARTICLE 69. | LIMITATION OF LIABILITY

1. The arbitrators, reporters, the Arbitral Tribunal-appointed experts, the ICAC and its employees, the Ukrainian Chamber of Commerce and Industry and its employees shall not be liable to the parties or any other persons for any act or omission in connection with the arbitral proceedings, unless otherwise provided by applicable imperative norms of legislation on arbitration.
2. The arbitrators, reporters, the Arbitral Tribunal-appointed experts, the ICAC and its employees, the Ukrainian Chamber of Commerce and Industry and its employees shall not be under legal obligation to make any statement to any person about any arbitral proceedings administered by ICAC in accordance with the present Rules.

ARTICLE 70. | STORAGE OF MATERIALS OF CASES CONSIDERED BY THE ICAC

1. The cases that have been considered are stored in the ICAC within 10 years from the date of the awards have been rendered.

ARTICLE 71. | PUBLICATION OF ARBITRAL AWARDS AND ORDERS

1. The ICAC Presidium may take a decision on publication of the Arbitral Awards and orders in the manner that does not permit the identification of the parties of the arbitral proceedings, unless none of the parties has objected to publication within 30 days after receipt of the Arbitral Award or the Order.

ARTICLE 72. | EFFECT OF THE ICAC RULES

1. These Rules become effective on the first of January, the year 2018 and shall be applied to the cases registered from the above date.
2. The Rules of the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry approved by the Decision of the Presidium of the Ukrainian Chamber of Commerce and Industry dated April 17, 2007, Minutes No. 18(1), as amended, shall be applied to the cases instituted in the arbitral proceedings prior to the date specified in this Article (Part 1), unless the parties have agreed otherwise.

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 No. 260020128332/840 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

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.
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 No. 260020128332/840 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 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).

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.

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.

International Commercial Arbitration Court
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