



**THE FINLAND
ARBITRATION
INSTITUTE**

PART OF THE FINLAND
CHAMBER OF COMMERCE

ARBITRATION RULES

of the Finland Chamber of Commerce

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The English text prevails over other language versions.

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CHAPTER I INTRODUCTORY PROVISIONS

1. THE ARBITRATION INSTITUTE

- 1.1 The Arbitration Institute of the Finland Chamber of Commerce (the "Institute") is an impartial body responsible for the administration of the settlement of disputes in domestic and international arbitrations pursuant to these rules (the "Rules") and the Rules for Expedited Arbitration of the Finland Chamber of Commerce (the "Expedited Rules") in cases where:
- a) their application is provided for in an arbitration clause, a separate arbitration agreement, articles of association, or otherwise (hereinafter collectively referred to as the "arbitration agreement"); or
 - b) an arbitration agreement provides for arbitration administered by the Institute.
- 1.2 Nothing in these Rules shall prevent the designation of the Institute as appointing authority without subjecting the arbitration to the provisions contained in these Rules.
- 1.3 The Institute is composed of a board of directors (the "Board") and a secretariat (the "Secretariat"). Detailed provisions on the organisation of the Institute are contained in Appendix I.

2. DEFINITIONS

In these Rules:

- (i) "arbitral tribunal" includes one or more arbitrators;
- (ii) "claimant" includes one or more claimants;
- (iii) "respondent" includes one or more respondents;
- (iv) "additional party" includes one or more additional parties;
- (v) "party" or "parties" include claimants, respondents and additional parties;

- (vi) "claim" or "claims" include any claim by any party against any other party;
- (vii) "award" includes, *inter alia*, any interim, partial or final award made by the arbitral tribunal;
- (viii) "nomination" means a proposal by one or more parties or party-nominated arbitrators that a certain candidate be confirmed as party-nominated, sole or presiding arbitrator by the Institute;
- (ix) "confirmation" means an act whereby the Institute confirms that a candidate nominated by one or more parties or party-nominated arbitrators may serve as arbitrator in an arbitration under the Rules;
- (x) "joinder" means joining one or more additional parties as parties to a pending arbitration under the Rules;
- (xi) "consolidation" means combining two or more arbitrations under the Rules into a single arbitration;
- (xii) "bi-party proceedings" means an arbitration with two parties;
- (xiii) "multi-party proceedings" means an arbitration with more than two parties.

3. SCOPE OF APPLICATION

- 3.1 Where the parties have agreed to submit to arbitration under the Arbitration Rules of the Finland Chamber of Commerce, they shall be deemed to have agreed that the arbitration shall be governed by these Rules and administered by the Institute.
- 3.2 The Rules include Appendices I to III. The Appendices may be separately amended from time to time by the Institute or the Finland Chamber of Commerce.
- 3.3 The Rules in effect on the date of commencement of an arbitration shall apply to that arbitration, unless otherwise agreed by the parties and subject to Article 52.2.

- 3.4 The Appendices in effect on the date of commencement of an arbitration shall apply to that arbitration, subject to the provisions of Article 52.2 regarding the entry into force of Appendix III and the parties' right to opt out of the application of the provisions contained in Appendix III.

4. NOTICES

- 4.1 Any notice or other communication from the Institute or the arbitral tribunal shall be delivered to the last known address of the party or its representative, as notified either by the party in question or by the other party. Such notice or other communication shall be made by delivery against receipt, registered mail, courier, facsimile transmission, email or any other means of communication that provides a record of the sending.
- 4.2 If a party is represented by counsel or other representative, any notice or other communication shall be made to the latter, unless that party requests otherwise. The Request for Arbitration referred to in Article 6 shall nevertheless be transmitted to the respondent itself, unless the respondent instructs the Institute in writing that the Request for Arbitration shall be transmitted to the counsel or other representative only.
- 4.3 Prior to the transmission of the case file to the arbitral tribunal pursuant to Article 24, a party shall submit any written statement or other communication to the Institute in the number of copies required to provide one copy for each party, one for each arbitrator and one for the Institute.
- 4.4 Once the case file has been transmitted to the arbitral tribunal, a party shall submit any written statement or other communication directly to the tribunal, with a simultaneous copy to the other parties.
- 4.5 At any time after the commencement of the arbitration, the Institute or the arbitral tribunal may require proof of authority of any party representative in such form as the Institute or the arbitral tribunal may determine.

5. CALCULATION OF TIME PERIODS

- 5.1 Any notice or other communication from the Institute or the arbitral tribunal shall be deemed to have been made on the day it was received by the party itself or by its representative, or the day it would normally have been received if made in accordance with Article 4.1.
- 5.2 A period of time under the Rules shall begin to run on the day following the day when a notice or other communication is received. If the last day of such a period is an official holiday or a non-business day at the place of business or habitual residence of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days are included in the calculation of a period of time.
- 5.3 The Institute may, at the request of a party or on its own motion, extend or shorten any time period it has set or has the authority to set or amend.

CHAPTER II COMMENCEMENT OF PROCEEDINGS

6. REQUEST FOR ARBITRATION

- 6.1 The party initiating arbitration (the claimant") shall submit a Request for Arbitration to the Institute in the number of copies required by Article 4.3.
- 6.2 The arbitration shall be deemed to have commenced on the date on which the Request for Arbitration is received by the Institute.
- 6.3 The Request for Arbitration shall contain the following information:
- (a) the names and contact details of the parties and of their counsel or other representatives;
 - (b) identification of and, where possible, a copy of the arbitration agreement under which the dispute is to be settled;
 - (c) identification of any contract, other legal instrument or relationship out of or in relation to which the dispute arises;
 - (d) a brief description of the nature and circumstances of the dispute giving rise to the claims;
 - (e) where claims are made under more than one arbitration agreement, identification of the arbitration agreement under which each claim is made;
 - (f) a preliminary statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - (g) the claimant's observations or proposals as to the number of arbitrators, the language, the seat of arbitration and the law or rules of law applicable to the substance of the dispute;
 - (h) if the arbitration agreement provides for three arbitrators, and the parties have not agreed otherwise, the name and contact details of the arbitrator nominated by the claimant; and

- (i) proof of payment of the Filing Fee referred to in Article 7.
- 6.4 The Request for Arbitration shall be submitted in the language of the arbitration as agreed by the parties. Failing such agreement, the Request for Arbitration shall be submitted in the language of the arbitration agreement.
- 6.5 Where the Request for Arbitration fails to fulfill the requirements set forth in Articles 6.1, 6.3 and 6.4, the Institute may direct the claimant to remedy the defect within the time limit set by the Institute. If the claimant fails to comply, the Board may dismiss the Request for Arbitration and terminate the proceedings.
- 6.6 The Institute shall transmit a copy of the Request for Arbitration and the attached documents to the respondent once the claimant has supplied sufficient copies and paid the Filing Fee referred to in Article 7.

7. FILING FEE TO BE PAID BY THE CLAIMANT

- 7.1 Upon filing the Request for Arbitration, the claimant shall pay the Filing Fee prescribed in Article 1 of Appendix II.
- 7.2 If the claimant fails to pay the Filing Fee upon filing the Request for Arbitration, the Institute shall direct the claimant to make the payment within the time limit set by the Institute. If the claimant fails to comply, the Board may dismiss the Request for Arbitration and terminate the proceedings.
- 7.3 Where the claimant increases its claim during the arbitration, the arbitral tribunal shall inform the Institute of the increase in accordance with Article 1.7 of Appendix II. The Institute may direct the claimant to pay a supplementary Filing Fee in accordance with Article 1.1 of Appendix II. If the claimant fails to comply, the Board may direct the arbitral tribunal to treat the increase in the claim as having been withdrawn.

8. ANSWER TO THE REQUEST FOR ARBITRATION

- 8.1 Within 21 days of the receipt of the Request for Arbitration, the respondent shall submit to the Institute an Answer to the Request for Arbitration (the "Answer") in the number of copies required by Article 4.3.
- 8.2 The Answer shall contain the following information:
- (a) the names and contact details of each respondent and of their counsel or other representatives;
 - (b) to the extent possible, any plea that an arbitral tribunal to be constituted under the Rules lacks jurisdiction;
 - (c) the respondent's comments on the claimant's description of the nature and circumstances of the dispute giving rise to the claims;
 - (d) the respondent's preliminary response to the relief sought by the claimant;
 - (e) the respondent's observations or proposals as to the number of arbitrators, the language, the seat of arbitration and the law or rules of law applicable to the substance of the dispute in light of the observations or proposals made by the claimant in the Request for Arbitration; and
 - (f) if the arbitration agreement provides for three arbitrators, and the parties have not agreed otherwise, the name and contact details of the arbitrator nominated by the respondent.
- 8.3 The Answer shall be submitted in the language required by Article 6.4.
- 8.4 Any counterclaim or set-off claim shall, to the extent possible, be raised in the respondent's Answer and shall contain the following information:
- (a) identification of and, where possible and unless already produced by the claimant, a copy of the arbitration agreement under which the counterclaim or set-off claim is made;

- (b) identification of any contract, other legal instrument or relationship out of or in relation to which the counterclaim or set-off claim arises;
- (c) a brief description of the nature and circumstances of the dispute giving rise to the counterclaim or set-off claim;
- (d) where counterclaims or set-off claims are made under more than one arbitration agreement, identification of the arbitration agreement under which each counterclaim or set-off claim is made;
- (e) a preliminary statement of the relief sought, together with the amounts of any quantified counterclaims or set-off claims and, to the extent possible, an estimate of the monetary value of any other claims; and
- (f) proof of payment of the Filing Fee referred to in Article 9.

8.5 If the Answer fails to fulfill the requirements set forth in Articles 8.2 and 8.3, or if the respondent fails to supply sufficient copies, the Institute may direct the respondent to remedy the defect within the time limit set by the Institute. Failure by the respondent to comply shall not prevent the arbitration from proceeding.

8.6 If the respondent's counterclaim or set-off claim fails to fulfill the requirements set forth in Article 8.4, the Institute may direct the respondent to remedy the defect within the time limit set by the Institute. If the respondent fails to comply, the Board may dismiss the counterclaim or set-off claim.

8.7 The Institute shall transmit a copy of the Answer and the attached documents to the claimant once the respondent has supplied sufficient copies. If the respondent has raised a counterclaim or set-off claim, the claimant shall submit to the Institute a reply to such counterclaim or set-off claim (the "Reply") within the time limit set by the Institute. The Reply shall be submitted in the number of copies required by Article 4.3.

9. FILING FEE TO BE PAID BY THE RESPONDENT

- 9.1 Upon filing a counterclaim or set-off claim, the respondent shall pay the Filing Fee prescribed in Article 1 of Appendix II.
- 9.2 Where the respondent raises a counterclaim or set-off claim only after the transmission of the case file to the arbitral tribunal, the tribunal shall promptly inform the Institute of such counterclaim or set-off claim.
- 9.3 If the respondent fails to pay the Filing Fee upon filing the counterclaim or set-off claim, the Institute shall direct the respondent to make the payment within the time limit set by the Institute. If the respondent fails to comply, the Board may dismiss the counterclaim or set-off claim or, once the case file has been transmitted to the arbitral tribunal, direct the tribunal to treat the counterclaim or set-off claim as having been withdrawn.
- 9.4 Where the respondent increases its counterclaim or set-off claim during the arbitration, the arbitral tribunal shall inform the Institute of the increase in accordance with Article 1.7 of Appendix II. The Institute may direct the respondent to pay a supplementary Filing Fee in accordance with Article 1.1 of Appendix II. If the respondent fails to comply, the Board may direct the arbitral tribunal to treat the increase in the counterclaim or set-off claim as having been withdrawn.

10. JOINDER OF ADDITIONAL PARTIES

- 10.1 Where a party to a pending arbitration under the Rules (the "applicant") wishes to join an additional party to the arbitration, it shall submit its request for arbitration against the additional party (the "Request for Joinder") to the Institute in the number of copies required by Article 4.3.
- 10.2 The Request for Joinder shall be submitted to the Institute prior to the transmission of the case file to the arbitral tribunal. Failure to comply with this time limit shall result in the dismissal of the Request for Joinder by the Institute, unless all parties to the arbitration, including the additional party, agree to the joinder.

- 10.3 The arbitration against the additional party shall be deemed to have commenced on the date on which the Request for Joinder is received by the Institute.
- 10.4 The Request for Joinder shall contain the following information:
- (a) the case number of the existing arbitration;
 - (b) the names and contact details of each of the parties, including the additional party, and of their counsel or other representatives;
 - (c) identification of and, where possible, a copy of the arbitration agreement under which the dispute is to be settled;
 - (d) identification of any contract, other legal instrument or relationship out of or in relation to which the dispute against the additional party arises;
 - (e) a brief description of the nature and circumstances of the dispute giving rise to the claims against the additional party;
 - (f) where claims are made under more than one arbitration agreement, identification of the arbitration agreement under which each claim is made;
 - (g) a preliminary statement of the relief sought against the additional party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims; and
 - (h) proof of payment of the Filing Fee referred to in Article 10.7.
- 10.5 The Request for Joinder shall be submitted in the language required by Article 6.4.
- 10.6 Where the Request for Joinder fails to fulfill the requirements set forth in Articles 10.1, 10.4 and 10.5, the Institute may direct the applicant to remedy the defect within the time limit set by the Institute. If the applicant fails to comply, the Board may dismiss the Request for Joinder.

- 10.7 Upon filing the Request for Joinder, the applicant shall pay the Filing Fee prescribed in Article 1 of Appendix II.
- 10.8 If the applicant fails to pay the Filing Fee upon filing the Request for Joinder, the Institute shall direct the applicant to make the payment within the time limit set by the Institute. If the applicant fails to comply, the Board may dismiss the Request for Joinder.
- 10.9 Where the applicant increases its claim during the arbitration, the arbitral tribunal shall inform the Institute of the increase in accordance with Article 1.7 of Appendix II. The Institute may direct the applicant to pay a supplementary Filing Fee in accordance with Article 1.1 of Appendix II. If the applicant fails to comply, the Board may direct the arbitral tribunal to treat the increase in the claim as having been withdrawn.
- 10.10 The Institute shall transmit a copy of the Request for Joinder and the attached documents to the additional party and to all other existing parties to the arbitration once the applicant has supplied sufficient copies and paid the required Filing Fee.
- 10.11 Within 21 days of the receipt of the Request for Joinder, the additional party shall submit to the Institute an Answer to the Request for Joinder in the number of copies required by Article 4.3.
- 10.12 The Answer to the Request for Joinder shall contain the following information:
- (a) the names and contact details of the additional party and of its counsel or other representative;
 - (b) to the extent possible, any plea that an arbitral tribunal already appointed, or to be constituted under the Rules, lacks jurisdiction;
 - (c) the additional party's comments on the applicant's description of the nature and circumstances of the dispute giving rise to the claims against the additional party; and
 - (d) the additional party's preliminary response to the relief sought by the applicant against the additional party.

- 10.13 In addition to the additional party, the Institute shall give the other existing parties to the arbitration an opportunity to submit comments on the Request for Joinder within the time limit set by the Institute.
- 10.14 If the additional party wishes to submit a Request for Joinder, it shall do so within a time limit to be set by the Institute.
- 10.15 The additional party may make claims against any other party in accordance with the provisions of Article 11.
- 10.16 The Institute shall transmit a copy of the Answer to the Request for Joinder and the attached documents to the applicant and all other parties to the arbitration once the additional party has supplied sufficient copies. The Institute may give the applicant and the other parties an opportunity to submit comments on the Answer to the Request for Joinder within the time limit set by the Institute.
- 10.17 Any joinder shall be subject to the provisions of Articles 12 and 14. Before the Board decides whether to accept a Request for Joinder, it shall consult with any confirmed or appointed arbitrator.
- 10.18 Where the Board decides to accept the Request for Joinder, all parties will be deemed to have waived their right to nominate an arbitrator, and the Board may revoke the confirmation and appointment of arbitrators and apply the provisions of Article 19 in the appointment of the arbitral tribunal.

11. CLAIMS BETWEEN MULTIPLE PARTIES

- 11.1 Where there are multiple parties in the arbitration, claims may be made by any party against any other party prior to the transmission of the case file to the arbitral tribunal, subject to the provisions of Articles 12 and 14.
- 11.2 Any party making a claim under Article 11.1 shall provide the following information:
- (a) identification of and, where possible and unless already produced to the Institute, a copy of the

- arbitration agreement under which a claim is made;
- (b) identification of any contract, other legal instrument or relationship out of or in relation to which the claim arises;
 - (c) a brief description of the nature and circumstances of the dispute giving rise to the claim;
 - (d) where claims are made under more than one arbitration agreement, identification of the arbitration agreement under which each claim is made; and
 - (e) a preliminary statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims.
- 11.3 The Institute shall notify a party of any claims made against it under Article 11.1 and set a time limit within which that party shall respond to such claims. The Institute may also notify the other existing parties to the arbitration of such claims and give them an opportunity to submit comments.
- 11.4 The party submitting a response to claims made against it under Article 11.1 shall provide the following information:
- (a) its comments on the nature and circumstances of the dispute giving rise to the claims; and
 - (b) its preliminary response to the relief sought.
- 11.5 Once the case file has been transmitted to the arbitral tribunal, the tribunal shall decide if and to what extent new claims may be made between different parties to the arbitration.

12. CLAIMS UNDER MULTIPLE CONTRACTS

Claims arising out of or in connection with different contracts or different arbitration agreements under the Rules may be made in a single arbitration, subject to the provisions of Article 14.

13. CONSOLIDATION OF ARBITRATIONS

- 13.1 At the request of a party, the Board may consolidate two or more arbitrations pending under the Rules into a single arbitration if:
- (a) all parties have agreed to consolidation; or
 - (b) all claims in the arbitrations are made under the same arbitration agreement; or
 - (c) where the claims in the arbitrations are made under different arbitration agreements, the disputes in the arbitrations arise in connection with the same legal relationship and the arbitration agreements do not contain contradictory provisions that would render the consolidation impossible.
- 13.2 When deciding whether to consolidate two or more arbitrations in the situations referred to in Article 13.1(b)-(c), the Board shall take into account:
- (a) the identity of the parties in the different arbitrations;
 - (b) the connections between the claims made in the different arbitrations;
 - (c) whether any arbitrator has been confirmed or appointed in any of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed; and
 - (d) any other relevant circumstances.
- 13.3 Before the Board decides whether to consolidate the arbitrations, it shall consult with all parties and any confirmed or appointed arbitrator in all the arbitrations.
- 13.4 Where the Board decides to consolidate the arbitrations, all parties to all the arbitrations will be deemed to have waived their right to nominate an arbitrator, and the Board may revoke the confirmation and appointment of arbitrators and apply the provisions of Article 19 in the appointment of the arbitral tribunal.

- 13.5 When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

14. DETERMINATION OF JURISDICTION

- 14.1 Where any party against which a claim has been made:

- (a) fails to submit a response to any claim made against it; or
- (b) raises any plea concerning the existence, validity or applicability of the arbitration agreement; or
- (c) objects to the determination of all of the claims made in the arbitration together in a single arbitration,

the Board shall allow the arbitration to proceed if it is *prima facie* satisfied that an arbitration agreement under the Rules that binds the parties may exist.

- 14.2 In addition, where claims are made pursuant to Article 12 under more than one arbitration agreement, the Board shall allow the arbitration to proceed as to those claims concerning which the Board is *prima facie* satisfied that:

- (a) the arbitration agreements under which those claims are made do not contain contradictory provisions; and
- (b) all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.

- 14.3 The Board's decision to allow the arbitration to proceed shall not be binding on the arbitral tribunal, which shall decide on its own jurisdiction.

CHAPTER III ARBITRAL TRIBUNAL

15. PARTY AUTONOMY IN THE CONSTITUTION OF THE ARBITRAL TRIBUNAL

- 15.1 The parties may agree on the number of arbitrators and the procedure for appointment of the arbitral tribunal.
- 15.2 To the extent that the parties have not agreed otherwise on the number of arbitrators or the procedure for appointment of the arbitral tribunal, the provisions of Articles 16 to 19 shall apply.
- 15.3 The provisions of Articles 16 to 19 shall also apply if the parties have been unable to constitute the arbitral tribunal within the time period set by the parties' agreement or, in the absence of such time period, within the time limit set by the Institute at the request of a party.
- 15.4 In all cases, the provisions of Articles 20 to 23 regarding impartiality, independence, confirmation, challenge, release and replacement of arbitrators shall apply.

16. NUMBER OF ARBITRATORS

Where the parties have not agreed on the number of arbitrators, the arbitral tribunal shall be composed of a sole arbitrator, unless the Board determines that an arbitral tribunal composed of three arbitrators is appropriate taking into account the amount in dispute, the complexity of the case, any proposals made by the parties, and any other relevant circumstances.

17. APPOINTMENT OF A SOLE ARBITRATOR IN BI-PARTY PROCEEDINGS

- 17.1 Where the parties have agreed that the dispute shall be referred to a sole arbitrator, the claimant and the respondent may jointly nominate the sole arbitrator for confirmation within 21 days from the date on which the Request for

Arbitration was received by the respondent. Failing such joint nomination within the applicable time limit, the Board shall appoint the sole arbitrator.

- 17.2 Where the parties have not agreed on the number of arbitrators, and the Board has decided that the dispute shall be referred to an arbitral tribunal composed of a sole arbitrator, the parties may jointly nominate the sole arbitrator for confirmation within 15 days from the date on which the parties received the notification from the Board of its decision. Failing such joint nomination within the applicable time limit, the Board shall appoint the sole arbitrator.

18. APPOINTMENT OF AN ARBITRAL TRIBUNAL COMPOSED OF THREE ARBITRATORS IN BI-PARTY PROCEEDINGS

- 18.1 Where the parties have agreed that the dispute shall be referred to an arbitral tribunal composed of three arbitrators, the arbitral tribunal shall be appointed as follows:
- (a) the claimant shall nominate one arbitrator for confirmation in the Request for Arbitration;
 - (b) the respondent shall nominate one arbitrator for confirmation in the Answer to the Request for Arbitration;
 - (c) if either party fails to nominate an arbitrator for confirmation in accordance with Article 18.1(a)-(b), or within the time limit set by the Institute pursuant to Article 6.5 or 8.5, the Board shall appoint the arbitrator on behalf of the defaulting party;
 - (d) the claimant and the respondent may jointly nominate the third arbitrator, who shall act as the presiding arbitrator of the arbitral tribunal, for confirmation. Failing such joint nomination within 15 days from the date on which the parties received the notification from the Board of the confirmation or appointment of the second arbitrator, the Board shall appoint the presiding arbitrator.

- 18.2 Where the parties have not agreed on the number of arbitrators, and the Board has decided that the dispute shall be referred to an arbitral tribunal composed of three arbitrators, the arbitral tribunal shall be appointed as follows:
- (a) the claimant shall nominate one arbitrator for confirmation within 15 days from the date on which the claimant received the notification from the Board of its decision;
 - (b) the respondent shall nominate one arbitrator for confirmation within 15 days from the date on which the respondent received the notification from the Board of the confirmation or appointment of the first arbitrator;
 - (c) if either party fails to nominate an arbitrator for confirmation in accordance with Article 18.2(a)-(b), or within such other time limit as the Institute may have set, the Board shall appoint the arbitrator on behalf of the defaulting party;
 - (d) the provisions of Article 18.1(d) shall apply to the appointment of the presiding arbitrator.

19. APPOINTMENT OF AN ARBITRAL TRIBUNAL IN MULTI-PARTY PROCEEDINGS

- 19.1 Where there are more than two parties in the arbitration, the arbitral tribunal shall be appointed in accordance with the provisions of Articles 19.2 and 19.3.
- 19.2 Where the dispute shall be referred to a sole arbitrator:
- (a) the claimant(s) and the respondent(s) may jointly nominate the sole arbitrator for confirmation within 21 days from the date on which the Request for Arbitration was received by the respondent(s);
 - (b) where an additional party has been joined pursuant to Article 10, it may nominate the sole arbitrator for confirmation jointly with the claimant(s) and the respondent(s);
 - (c) if the claimant(s) and the respondent(s) fail to nominate the sole arbitrator for confirmation in

accordance with Article 19.2(a)-(b), or within such other time limit as the Institute may have set, the Board shall appoint the sole arbitrator.

- 19.3 Where the dispute shall be referred to an arbitral tribunal composed of three arbitrators:
- (a) the claimant or multiple claimants, jointly, shall nominate one arbitrator for confirmation in the Request for Arbitration;
 - (b) the respondent or multiple respondents, jointly, shall nominate one arbitrator for confirmation in the Answer to the Request for Arbitration;
 - (c) where an additional party has been joined pursuant to Article 10, it may nominate an arbitrator for confirmation jointly with the claimant(s) or with the respondent(s);
 - (d) if the claimant(s) and the respondent(s) have each nominated an arbitrator for confirmation in accordance with Article 19.3(a)-(c), or within such other time limit as the Institute may have set, the provisions of Article 18.1(d) shall apply to the appointment of the presiding arbitrator;
 - (e) if the claimant(s) or the respondent(s) fail to nominate an arbitrator for confirmation within the applicable time limit, the Board may in its discretion:
 - (i) appoint the arbitrator on behalf of the defaulting claimant(s) or respondent(s), and appoint the presiding arbitrator; or
 - (ii) revoke any confirmation or appointment made, appoint all three arbitrators and designate one of them as the presiding arbitrator.

20. IMPARTIALITY AND INDEPENDENCE OF ARBITRATORS

- 20.1 Each arbitrator shall be and remain impartial and independent of the parties.
- 20.2 Before confirmation or appointment, a prospective arbitrator shall sign and submit to the Institute a statement of acceptance, availability, impartiality and independence (the

"Statement"). The prospective arbitrator shall disclose in the Statement any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence.

- 20.3 The Institute shall transmit a copy of the Statement to all parties and set a time limit within which they may submit comments on the Statement or object to the confirmation or appointment of the arbitrator.
- 20.4 An arbitrator shall promptly disclose in writing to the Institute, the parties and the other arbitrators any circumstances referred to in Article 20.2 which may arise during the course of the arbitration.

21. CONFIRMATION AND APPOINTMENT OF ARBITRATORS

- 21.1 All nominations of an arbitrator made by the parties or party-nominated arbitrators are subject to confirmation by the Institute. The appointment of any arbitrator shall become effective only upon such confirmation.
- 21.2 The Secretariat may confirm the nomination of any arbitrator if:
- (a) the prospective arbitrator's Statement contains no qualifications regarding his or her impartiality or independence; and
 - (b) no party has objected to the confirmation of the nomination within the time limit set under Article 20.3.
- 21.3 In all other cases, the Secretariat shall refer the matter to the Board for its decision. The Board may decline the confirmation of a nomination only if the prospective arbitrator fails to fulfill the requirements of impartiality and independence set forth in Article 20.1, or if he or she is otherwise unsuitable to serve as arbitrator. The Board has no obligation to give reasons for its decision.
- 21.4 Where the Board declines the confirmation, it may:

- (a) give the nominating party, or the nominating arbitrators as the case may be, an opportunity to make a new nomination within the time limit set by the Institute; or
- (b) in exceptional circumstances, proceed directly with the appointment of an arbitrator chosen by the Board in accordance with Article 21.5.

21.5 When appointing arbitrators, the Board shall consider:

- (a) any qualifications required of the arbitrator by the agreement of the parties;
- (b) the nature and circumstances of the dispute;
- (c) the nationality of the parties and of the prospective arbitrator;
- (d) the language of the arbitration, the seat of arbitration, and the law or rules of law applicable to the substance of the dispute; and
- (e) any other relevant circumstances.

21.6 If the parties are of different nationalities:

- (a) the sole arbitrator shall be of a nationality other than those of the parties; and
- (b) the presiding arbitrator shall be of a nationality other than those of the parties and party-nominated arbitrators,

unless otherwise agreed by the parties, or unless the Board in special circumstances determines that it is appropriate to appoint a sole or presiding arbitrator with the same nationality as any of the parties or party-nominated arbitrators.

21.7 In the event of any failure in the constitution of the arbitral tribunal under the Rules, the Board shall have all powers to address such failure and may, in particular, revoke any confirmation or appointment already made, appoint or reappoint any of the arbitrators and designate one of them as the presiding arbitrator.

22. CHALLENGE OF ARBITRATORS

- 22.1 Any arbitrator may be challenged:
- (a) if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence; or
 - (b) if the arbitrator does not possess any requisite qualification on which the parties have agreed.
- 22.2 A party may challenge an arbitrator whom it has nominated only for reasons of which it became aware after the nomination was made.
- 22.3 A party intending to challenge an arbitrator shall submit a written notice of challenge (the "Notice of Challenge") to the Institute. The Notice of Challenge shall state the reasons for the challenge and specify the date on which the party became aware of the circumstances on which the challenge is based.
- 22.4 The Notice of Challenge shall be submitted to the Institute either within 15 days from the date of receipt by the challenging party of the notification of the confirmation or appointment of the arbitrator, or within 15 days from the date when the circumstances giving rise to the challenge became known to that party if such date is subsequent to the receipt of such notification. Failure by a party to comply with this time limit shall constitute a waiver of the right to make the challenge.
- 22.5 The Institute shall transmit a copy of the Notice of Challenge to the arbitrator being challenged, the other arbitrators and the other parties and set a time limit within which they may submit comments on the Notice of Challenge.
- 22.6 The other parties may agree to the challenge or the challenged arbitrator may voluntarily withdraw. In either case, the arbitrator shall be replaced in accordance with Article 23. A withdrawal of the arbitrator or the agreement of the other parties to the challenge shall not imply acceptance of the validity of the reason for the challenge.

22.7 If the other parties do not agree to the challenge or the challenged arbitrator does not voluntarily withdraw within the time limit set by the Institute, the Board shall decide on the challenge. The Board has no obligation to give reasons for its decision.

23. RELEASE AND REPLACEMENT OF AN ARBITRATOR

23.1 The Board shall release an arbitrator from appointment where:

- (a) the Board accepts the withdrawal of the arbitrator;
- (b) all parties jointly agree to release the arbitrator from appointment;
- (c) the Board sustains a challenge of the arbitrator under Article 22; or
- (d) the arbitrator is prevented *de jure* or *de facto* from fulfilling the arbitrator's duties, or fails to perform them in accordance with the Rules.

23.2 Before the Board makes a decision under Article 23.1(d), it shall give the arbitrator concerned, the parties and any other arbitrators an opportunity to submit comments within the time limit set by the Institute.

23.3 Where an arbitrator has been released from appointment, or where an arbitrator has died, a substitute arbitrator shall be nominated or appointed pursuant to the procedure provided for in Articles 17 to 19, subject to Article 23.4.

23.4 In special circumstances the Board may, after consulting with the parties and any remaining arbitrators:

- (a) directly appoint the substitute arbitrator; or
- (b) after the closing of the proceedings pursuant to Article 39, authorise the remaining arbitrators to proceed with the arbitration and make any decision or award.

- 23.5 Where an arbitrator has been replaced, the reconstituted arbitral tribunal shall, after consulting with the parties, decide if and to what extent prior proceedings will be repeated before the reconstituted arbitral tribunal.

CHAPTER IV PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL

24. TRANSMISSION OF THE CASE FILE TO THE ARBITRAL TRIBUNAL

The Institute shall transmit the case file to the arbitral tribunal as soon as it has been appointed and the Filing Fee referred to in Articles 7, 9 and 10.7 and the advance on costs (if any) referred to in Article 48 have been paid.

25. CONDUCT OF THE ARBITRATION

- 25.1 Subject to these Rules and any agreement by the parties, the arbitral tribunal shall conduct the arbitration in such manner as it considers appropriate.
- 25.2 In all cases, the arbitral tribunal shall ensure that the parties are treated with equality and that each party is given a reasonable opportunity to present its case.
- 25.3 All participants in the arbitral proceedings shall act in good faith and make every effort to contribute to the efficient conduct of the proceedings in order to avoid unnecessary costs and delays. If the arbitral tribunal determines that a party has failed to comply with its duties under this provision, the tribunal may, in addition to any other measures available under the Rules or otherwise, take such failure into account in its allocation of the costs of the arbitration.
- 25.4 By agreeing to arbitration under the Rules, the parties undertake to comply with any order or other direction of the arbitral tribunal without delay.
- 25.5 The arbitral tribunal may, after consulting with the parties, appoint a secretary when deemed appropriate. A secretary shall meet the same requirements of impartiality and independence as any arbitrator under Article 20.1. The Institute may separately issue further instructions on the appointment, duties and remuneration of a tribunal-appointed secretary.

- 25.6 With the agreement of all parties, the arbitral tribunal may take steps to facilitate the settlement of the dispute. Any such agreement by a party shall constitute a waiver of its right to challenge an arbitrator's impartiality based on the arbitrator's participation and knowledge acquired in taking the agreed steps.
- 25.7 All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties. Such communications shall be made simultaneously, except as otherwise permitted by the arbitral tribunal.

26. SEAT OF ARBITRATION

- 26.1 If the parties have not agreed on the seat of arbitration, or if the designation of the seat is unclear, the Board shall determine the seat of arbitration, unless the Board finds it appropriate to leave the determination of the seat to the arbitral tribunal.
- 26.2 The arbitral tribunal may, after consulting with the parties, conduct hearings at any location it considers appropriate.
- 26.3 The arbitral tribunal may meet at any location it considers appropriate for the inspection of any site, property or documents.
- 26.4 The arbitral tribunal may deliberate at any location it considers appropriate.
- 26.5 The award shall be deemed to have been made and the arbitration to have taken place at the seat of arbitration, regardless of whether any hearing, meeting or deliberation is held elsewhere.

27. LANGUAGE OF THE ARBITRATION

- 27.1 If the parties have not agreed on the language of the arbitration, the arbitral tribunal shall determine it after consulting with the parties.
- 27.2 If any documents are to be submitted in a language other than that agreed by the parties or determined by the arbitral tribunal, the tribunal may order that such documents be

accompanied by a translation into the language of the arbitration.

28. LAW OR RULES OF LAW APPLICABLE TO THE SUBSTANCE OF THE DISPUTE

- 28.1 The parties may agree upon the law or rules of law to be applied by the arbitral tribunal to the substance of the dispute.
- 28.2 In the absence of any agreement by the parties, the arbitral tribunal shall apply the law or rules of law which it determines to be appropriate.
- 28.3 The arbitral tribunal shall decide the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

29. PREPARATORY CONFERENCES

- 29.1 The arbitral tribunal shall arrange a preparatory conference with the parties at an early stage of the arbitration for the purpose of organising and scheduling the subsequent proceedings and agreeing on a fair and cost-efficient process for the taking of evidence, unless the arbitral tribunal in exceptional circumstances determines that a preparatory conference is unnecessary.
- 29.2 The arbitral tribunal may, after consulting with the parties, arrange one or more additional preparatory conferences in the course of the proceedings when deemed appropriate.
- 29.3 Any preparatory conference may be conducted through a meeting in person, by video conference, telephone or similar means of communication. The arbitral tribunal shall determine the means by which the conference will be conducted after consulting with the parties.

30. PROCEDURAL TIMETABLE

- 30.1 During or following the preparatory conference referred to in Article 29.1, the arbitral tribunal shall establish the procedural timetable for the conduct of the arbitration. Where no preparatory conference has been arranged, the arbitral

tribunal shall establish the procedural timetable as soon as practicable after having received the case file and consulted with the parties.

- 30.2 When establishing the procedural timetable, the arbitral tribunal shall take into account any views expressed by the parties, fair and equal treatment of the parties and the requirement that the arbitration shall be conducted in an expeditious and cost-effective manner.
- 30.3 The arbitral tribunal may, at the request of a party or on its own motion, extend, shorten or otherwise amend any time limit it has previously set if it considers that the circumstances so require for the proper conduct of the proceedings.
- 30.4 The arbitral tribunal shall communicate the procedural timetable to each of the parties and the Institute without delay.

31. WRITTEN SUBMISSIONS

- 31.1 Within the time limit set by the arbitral tribunal, the claimant shall submit a Statement of Claim to the respondent and each of the arbitrators. The Statement of Claim shall include:
- (a) a statement of the facts and the legal arguments supporting the claim;
 - (b) the relief or remedy sought by the claimant; and
 - (c) to the extent possible, the documentary evidence the claimant intends to rely on.
- 31.2 Within the time limit set by the arbitral tribunal, the respondent shall submit a Statement of Defence to the claimant and each of the arbitrators. The Statement of Defence shall include:
- (a) any objections concerning the existence, validity or applicability of the arbitration agreement;
 - (b) a statement whether, and to what extent, the respondent admits or denies the relief or remedy sought by the claimant;

- (c) a statement of the facts and the legal arguments supporting the respondent's defence; and
 - (d) to the extent possible, the documentary evidence the respondent intends to rely on.
- 31.3 Any counterclaim or set-off claim by the respondent shall be raised no later than in the Statement of Defence, unless the arbitral tribunal in exceptional circumstances determines that the respondent has a justified reason to raise a counterclaim or set-off claim at a later stage of the proceedings. Any such counterclaim or set-off claim shall comply with the requirements of Article 31.1(a)-(c).
- 31.4 The arbitral tribunal shall, after consulting with the parties, decide the number, sequence and schedule of further written submissions (if any) by the parties following the filing of the Statement of Claim and the Statement of Defence.
- 31.5 Subject to any contrary agreement by the parties, a party may amend its claims during the course of the proceedings, unless the arbitral tribunal considers it inappropriate having regard to the delay in making the amendment or any other relevant circumstances.

32. PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

- 32.1 The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections concerning the existence, validity or applicability of the arbitration agreement.
- 32.2 As a rule, a plea that the arbitral tribunal lacks jurisdiction shall be raised no later than in the Statement of Defence or, with respect to a counterclaim or set-off claim, in the reply to the counterclaim or set-off claim. The arbitral tribunal may admit a later jurisdictional plea only in exceptional circumstances, if it considers the delay in making the plea justified.

33. EVIDENCE

- 33.1 The arbitral tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence.
- 33.2 At any time during the proceedings, the arbitral tribunal may order any party:
- (a) to identify the documentary evidence the party intends to rely on and specify the circumstances the party intends to prove by such evidence; and
 - (b) to produce any documents or other evidence that the arbitral tribunal may consider relevant to the outcome of the case.
- 33.3 The arbitral tribunal may, after consulting with the parties, set a cut-off date prior to the commencement of any hearing referred to in Article 34 and order that after the cut-off date, the parties will not be allowed to present any new claims, arguments or documentary evidence on the merits of the dispute, or to invoke any new witnesses not previously nominated, unless the arbitral tribunal in exceptional circumstances decides otherwise.

34. HEARINGS

- 34.1 At any stage of the proceedings, the arbitral tribunal may hold hearings for the presentation of evidence by fact or expert witnesses, or for oral argument by the parties. The arbitral tribunal shall fix the date, time and place of any hearing after consulting with the parties.
- 34.2 In advance of any hearing, the arbitral tribunal may order the parties to identify each witness they intend to call and specify the circumstances the parties intend to prove by each witness's testimony.
- 34.3 The arbitral tribunal may, after consulting with the parties, direct that witnesses be examined through means that do not require their physical presence at the hearing, including by videoconference or by telephone.

- 34.4 The arbitral tribunal may, after consulting with the parties, order that the evidence of fact and expert witnesses shall be presented in the form of written witness statements or reports. Such written statements or reports shall be signed by the witness and submitted within the time limit set by the arbitral tribunal.
- 34.5 The arbitral tribunal shall establish the sequence and schedule of the hearing after consulting with the parties. Any witness who gives oral evidence may be questioned by the parties in such manner as the arbitral tribunal shall determine.
- 34.6 Hearings shall be held *in camera*, unless otherwise agreed by the parties.

35. EXPERTS APPOINTED BY THE ARBITRAL TRIBUNAL

- 35.1 After consulting with the parties, the arbitral tribunal may appoint one or more experts to report to it in writing on specific issues to be determined by the tribunal. Any tribunal-appointed expert shall be impartial and independent of the parties, their counsel and members of the arbitral tribunal.
- 35.2 Upon receipt of the expert's report, the arbitral tribunal shall transmit a copy of the report to the parties and give them an opportunity to submit comments. A party may examine any document on which the expert has relied in the report.
- 35.3 At the request of any party, the arbitral tribunal shall give the parties an opportunity to question the expert at a hearing, where the parties may also present party-appointed expert witnesses to testify on the points at issue. The provisions of Article 34 apply to such proceedings.

36. INTERIM MEASURES OF PROTECTION

- 36.1 The arbitral tribunal may, at the request of a party, grant any interim measures of protection it deems appropriate.

- 36.2 Before deciding whether to grant any interim measure of protection, the arbitral tribunal shall give the party against which the request is directed an opportunity to submit comments within the time limit set by the tribunal.
- 36.3 The arbitral tribunal may make the granting of any interim measure of protection subject to appropriate security being furnished by the requesting party for any costs or damage that such measure may cause to the party against which it is directed. The arbitral tribunal shall establish the terms of any security arrangement.
- 36.4 The arbitral tribunal's decision shall take the form of an order. The arbitral tribunal may amend or revoke an interim measure of protection it has granted at the request of a party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
- 36.5 A party in need of urgent interim measures of protection that cannot await the constitution of an arbitral tribunal may apply for the appointment of an Emergency Arbitrator in accordance with Appendix III, unless the parties have exercised their right to opt out of the application of the provisions contained in Appendix III.
- 36.6 Before the case file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim measures of protection. The application of a party to a judicial authority for such measures shall not be considered an infringement or a waiver of the arbitration agreement.

37. DEFAULT

- 37.1 If the claimant fails to submit a Statement of Claim, the arbitral tribunal shall order the termination of the proceedings, unless there are remaining matters that may require a decision and the arbitral tribunal considers it appropriate to do so.

- 37.2 If the respondent fails to submit an Answer to the Request for Arbitration, or a Statement of Defence, the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations. The provisions of this Article also apply to the claimant's failure to submit a defence to a counterclaim or set-off claim raised by the respondent.
- 37.3 If any party fails to appear at a hearing without good cause, the arbitral tribunal may proceed with the hearing.
- 37.4 If any party otherwise fails to avail itself of the opportunity to present its case, the arbitral tribunal may proceed with the arbitration and make an award based on the submissions and evidence before it.
- 37.5 If a party, without good cause, fails to comply with any provision of the Rules or any order or direction issued by the arbitral tribunal, the tribunal may draw such inferences from the party's non-compliance as it considers appropriate.

38. WAIVER

A party shall without undue delay object to any failure to comply with any provision of the Rules, the arbitration agreement, or any order or direction issued by the arbitral tribunal. Failure by a party to raise an objection accordingly shall constitute a waiver of the right to make such objection, unless the party can show that, under the circumstances, its failure to object was justified.

39. CLOSING OF PROCEEDINGS

- 39.1 As soon as possible after the last hearing date, or the date on which the arbitral tribunal received the parties' last authorised written submissions, the tribunal shall:
- (a) declare the proceedings closed with respect to the matters to be decided in the award; and

- (b) inform the parties and the Institute of the date by which it expects to issue the final award.
- 39.2 After the closing of the proceedings, no further claims, arguments or evidence may be presented with respect to the matters to be decided in the award, unless in exceptional circumstances requested or authorised by the arbitral tribunal.

CHAPTER V AWARDS AND DECISIONS

40. MAKING OF AWARDS AND DECISIONS

- 40.1 When the arbitral tribunal is composed of more than one arbitrator, any award or other decision shall be made by a majority of the arbitrators. If there is no majority, the award or decision shall be made by the presiding arbitrator alone.
- 40.2 If authorised by the arbitral tribunal, the presiding arbitrator may decide any questions of procedure, subject to revision by the arbitral tribunal.
- 40.3 If any arbitrator fails to cooperate in the making of the award or other decision, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his or her absence.

41. FORM AND EFFECT OF AN AWARD

- 41.1 An award shall be made in writing. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
- 41.2 An award shall be signed by the arbitrators, and it shall specify the seat of arbitration and the date on which the award was made. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
- 41.3 The arbitral tribunal shall communicate an original copy of the award to each of the parties and the Institute without delay.
- 41.4 An award shall be final and binding on the parties. By agreeing to arbitration under the Rules, the parties undertake to carry out all awards without delay.

42. TIME LIMIT FOR THE FINAL AWARD

The final award shall be made no later than nine months from the date on which the arbitral

tribunal received the case file from the Institute. The Institute may extend this time limit upon a reasoned request of the arbitral tribunal or, if deemed necessary, on its own motion.

43. SEPARATE AWARDS

The arbitral tribunal may, after consulting with the parties, make separate awards on different issues at different times of the proceedings, unless all parties object to the issuance of a separate award. For example and without limitation, the arbitral tribunal may decide by a separate award:

- (a) an independent claim where several claims have been made in the arbitration;
- (b) a specific part of the claim that has been admitted by the respondent; or
- (c) a separate issue in dispute where the determination of that issue is decisive for the resolution of the other matters in dispute.

44. SETTLEMENT OR OTHER GROUNDS FOR TERMINATION OF THE ARBITRATION

44.1 The arbitral tribunal shall issue an order for the termination of the proceedings if:

- (a) the claimant withdraws its claim, unless the respondent objects to the termination of the proceedings and the arbitral tribunal determines that the respondent has a legitimate interest in obtaining a final settlement of the dispute;
- (b) the parties agree on the termination of the proceedings; or
- (c) the continuation of the proceedings becomes unnecessary or impossible for any other reason.

44.2 If the parties reach a settlement before the final award is made, the arbitral tribunal may record the settlement in the form of a consent award if so requested by all parties. The provisions of Articles 40 to 42 shall apply to any consent award.

44.3 The arbitral tribunal shall communicate an original copy of the order for the termination of the proceedings, or of the consent award, to each of the parties and the Institute without delay.

45. CORRECTION AND INTERPRETATION OF AN AWARD

45.1 Within 30 days from the date of receipt of the award, a party may, with notice to the other parties and the Institute, request that the arbitral tribunal:

- (a) correct any clerical, typographical or computational error in the award;
- (b) correct an omission to state in the award the seat of arbitration or the date on which the award was made, or an omission of an arbitrator to sign the award; or
- (c) provide an interpretation of a specific point or part of the award.

45.2 The arbitral tribunal shall give the other parties an opportunity to submit comments on the request within the time limit set by the tribunal.

45.3 If the arbitral tribunal considers the request justified, it shall make the correction or provide the interpretation within 30 days from the date of receipt of the request. The Institute may extend this time limit upon a reasoned request of the arbitral tribunal or, if deemed necessary, on its own motion.

45.4 The arbitral tribunal may correct any error of the type referred to in Article 45.1(a)-(b) on its own motion within 30 days of the date of an award.

45.5 The provisions of Articles 40 and 41 shall apply to any correction or interpretation of an award.

46. ADDITIONAL AWARD

46.1 Within 30 days from the date of receipt of the award, a party may, with notice to the other parties and the Institute, request that the arbitral

tribunal make an additional award as to claims presented in the arbitration but not determined in the award. The arbitral tribunal shall give the other parties an opportunity to submit comments on the request within the time limit set by the tribunal.

- 46.2 If the arbitral tribunal considers the request justified, it shall make the additional award within 60 days from the date of receipt of the request. The Institute may extend this time limit upon a reasoned request of the arbitral tribunal or, if deemed necessary, on its own motion.
- 46.3 The provisions of Articles 40 and 41 shall apply to any additional award.

CHAPTER VI COSTS OF ARBITRATION

47. DETERMINATION OF THE COSTS OF THE ARBITRATION

- 47.1 The costs of the arbitration shall be fixed in the final award or, if the arbitration is terminated before the rendering of a final award, in a consent award or in an order for the termination of the arbitration.
- 47.2 The costs of the arbitration include:
- (a) the fees of the arbitral tribunal;
 - (b) the travel and other expenses incurred by the arbitrators;
 - (c) the costs of expert advice and of other assistance required by the arbitral tribunal;
 - (d) the Administrative Fee and expenses of the Institute; and
 - (e) the legal and other costs incurred by the parties in relation to the arbitration, if such costs have been claimed and to the extent that the arbitral tribunal considers that the amount of such costs is reasonable.
- 47.3 Before rendering the final award, consent award or order for the termination of the arbitration, the arbitral tribunal shall request that the Institute determine the costs referred to in Article 47.2(a)-(d) in accordance with Appendix II. The arbitral tribunal shall include in the final award, consent award or order for the termination of the arbitration the costs of the arbitration as finally determined by the Institute and specify the individual fees and expenses payable to each arbitrator and the Institute.
- 47.4 Unless otherwise agreed by the parties, the costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may allocate any of the costs of the arbitration between the parties in such manner as it considers appropriate having regard to the circumstances of the case. The arbitral tribunal

may order the payment of any amount that a party may have to compensate to another party as a result of the arbitral tribunal's decision on the allocation of costs.

- 47.5 Irrespective of any allocation of the costs of the arbitration between the parties, all parties remain jointly and severally liable for the payment of the Institute's Administrative Fee and expenses towards the Institute.

48. ADVANCE ON COSTS

- 48.1 In an international arbitration, the Institute shall fix an advance on costs which the parties must pay before the case file is transmitted to the arbitral tribunal. The amount of the advance on costs shall correspond to the expected costs of the arbitration pursuant to Article 47.2(a)-(d). Detailed provisions on the advance on costs fixed by the Institute are contained in Article 2 of Appendix II.
- 48.2 The Institute may, in its discretion, fix an advance on costs also in a domestic arbitration.
- 48.3 Upon a reasoned request of the arbitral tribunal, the Institute may draw on the advance on costs to cover the costs of the arbitration referred to in Article 47.2(b)-(c) at any stage during the arbitration.
- 48.4 After the rendering of the final award, consent award or order for the termination of the arbitration, the Institute shall cover the costs of the arbitration as determined by it from the advance on costs. Any amount paid by the parties as an advance on costs which exceeds the costs of the arbitration determined by the Institute shall be reimbursed to the parties.
- 48.5 Where the Institute has not fixed an advance on costs, the arbitral tribunal may request an advance on costs from the parties to secure the payment of the arbitrators' fees and expenses referred to in Article 47.2(a)-(c). Detailed provisions on the advance on costs fixed by the arbitral tribunal are contained in Article 3 of Appendix II.

CHAPTER VII OTHER PROVISIONS

49. CONFIDENTIALITY

- 49.1 Unless otherwise agreed by the parties, the Institute and the arbitral tribunal shall maintain the confidentiality of the arbitration and the award. This obligation also applies to any expert or secretary appointed by the arbitral tribunal, the members of the Board and the representatives of the Secretariat.
- 49.2 Unless otherwise agreed by the parties, each party undertakes to keep confidential all awards, orders and other decisions of the arbitral tribunal, correspondence from the arbitral tribunal to the parties, as well as documents and other materials submitted by another party in connection with the arbitration, except where and to the extent that:
- (a) such information (i) is publicly known or available, or subsequently becomes publicly known or available without any breach of confidentiality obligation by the receiving party, (ii) was in the lawful possession of the receiving party, without being subjected to confidentiality obligation, prior to its receipt from the disclosing party, (iii) is independently developed by the receiving party, or (iv) is received from a third party without any breach of confidentiality obligation; or
 - (b) disclosure may be required of a party by a legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a judicial authority; or
 - (c) there is otherwise a demonstrated need for disclosure that outweighs any party's legitimate interest in preserving confidentiality.
- 49.3 The deliberations of the arbitral tribunal shall be confidential.
- 49.4 Unless otherwise agreed by the parties, the Institute may publish excerpts or summaries of selected awards, orders and other decisions, provided that all references to the parties' names and other identifying details are deleted.

50. GENERAL RULE

In all matters not expressly provided for in these Rules, the Institute, the arbitral tribunal and the parties shall act in the spirit of these Rules and shall make every effort to ensure that all awards are legally enforceable.

51. LIMITATION OF LIABILITY

Any arbitrator, Emergency Arbitrator, secretary appointed by the arbitral tribunal, the Finland Chamber of Commerce and its employees, the Institute, the members of the Board and the representatives of the Secretariat shall not be liable to any person for any act or omission in connection with the arbitration, or the Emergency Arbitrator proceedings as the case may be, except to the extent such limitation of liability is prohibited by applicable law.

52. ENTRY INTO FORCE

- 52.1 Subject to Article 52.2, these Rules shall come into force on 1 June 2013 and shall apply to all arbitrations commenced on or after that date, unless otherwise agreed by the parties.
- 52.2 If the arbitration agreement was concluded before the date on which these Rules came into force:
- (a) Articles 10, 11, 13.4 and 36.5, and Appendix III do not apply, unless otherwise agreed by the parties;
 - (b) the Institute may publish anonymous excerpts or summaries of awards, orders and other decisions under Article 49.4 only with the prior written consent of all parties to the arbitration.

APPENDICES

APPENDIX I

ORGANISATION OF THE ARBITRATION INSTITUTE

1. GENERAL PROVISIONS

- 1.1 The Arbitration Institute of the Finland Chamber of Commerce (the "Institute") is an autonomous arbitration body of the Finland Chamber of Commerce. Although part of the organisation of the Finland Chamber of Commerce, the Institute carries out its functions in complete independence from the Finland Chamber of Commerce and its organs.
- 1.2 The Institute does not itself resolve disputes. Instead, it administers the settlement of disputes in domestic and international arbitrations under the Arbitration Rules of the Finland Chamber of Commerce (the "Rules") and the Rules for Expedited Arbitration of the Finland Chamber of Commerce (the "Expedited Rules"). In addition, the Institute may be designated as appointing authority without subjecting the arbitration to the provisions of the Rules or the Expedited Rules.
- 1.3 The Institute is composed of a board of directors (the "Board") and a secretariat (the "Secretariat"). The Board may set up one or more committees and delegate to such committees the power to take certain decisions on behalf of the Board, provided that any such decision is reported to the Board at its next session.

2. THE BOARD

- 2.1 The Board shall consist of a Chair, a maximum of three Vice-Chairs and a maximum of twelve additional members (collectively referred to as "Members"). The Board shall include both Finnish and non-Finnish nationals.
- 2.2 The Members shall be appointed by the Finland Chamber of Commerce. The term of office for the Members shall be three years and may be renewed only twice. If a member of the Board is

no longer in a position to exercise the member's functions, the Finland Chamber of Commerce may appoint a substitute member for the remainder of the term.

- 2.3 The Board renders decisions as provided for under the Rules. The Board exercises its decision-making power in plenary sessions which are presided over by the Chair or, where the Chair is prevented, by one of the Vice-Chairs (the "Chairperson"). If both the Chair and each of the Vice-Chairs are prevented, the other Members shall appoint one of themselves to serve as the Chairperson of the plenary session. Three Members form a quorum, and decisions are taken by a majority vote. Failing majority, the Chairperson holds the casting vote.
- 2.4 Where appropriate, the Board may make decisions electronically.
- 2.5 The Board shall not appoint any of the Members as arbitrators in proceedings conducted under the Rules. The Members may, however, be proposed for such duties by one or more of the parties or by party-nominated arbitrators, subject to confirmation by the Institute. In special circumstances, a member of the Board may be appointed as Emergency Arbitrator pursuant to Article 36.5 and Appendix III of the Rules.
- 2.6 The Members involved in any capacity whatsoever in proceedings conducted under the Rules must inform the Secretariat upon becoming aware of such involvement. Such Members must refrain from participating in the discussions and in the decisions of the Board, or any of its committees, concerning the proceedings in question. Such Members must also be absent from the session whenever the proceedings are being considered either by the Board or by any of its committees. Such Members shall not receive any documentation or information pertaining to such proceedings.

3. THE SECRETARIAT

- 3.1 The Board is assisted in its work by the Secretariat, which is responsible for the

administrative tasks relating to the arbitration proceedings conducted under the Rules. The Secretariat may also take decisions on matters delegated to it by the Board.

- 3.2 The Secretariat acts under the direction of a secretary general (the "Secretary General"). The Secretary General shall be appointed by the Finland Chamber of Commerce.
- 3.3 The Secretary General or any other member of the Secretariat may not be appointed, or otherwise act, as arbitrator in proceedings conducted under the Rules.
- 3.4 All communications from the Board or any of its committees to the parties or arbitrators concerning the administration of arbitration proceedings under the Rules shall take place exclusively through the Secretariat. All decisions of the Board and any of its committees shall be communicated by the Secretariat on behalf of the Board and its committees.
- 3.5 In each case submitted to arbitration under the Rules, the Secretariat shall retain in its archives all awards and orders for the termination of the arbitration made by the arbitral tribunal, all decisions of the Institute and copies of the relevant correspondence with the Institute. Any such documents and correspondence may be destroyed after three years from the rendering of a final award or an order for the termination of the arbitration, unless a party or an arbitrator requests within the said time limit the return of such documents or correspondence. All related costs for the return of the documents or correspondence shall be paid by the requesting party or arbitrator.

4. OTHER PROVISIONS

- 4.1 The Chair or, where the Chair is prevented, one of the Vice-Chairs shall have the power to take urgent decisions on behalf of the Board, provided that any such decision is reported to the Board at its next session.
- 4.2 The work of the Board, any of its committees and the Secretariat is of a confidential nature. The Board decides who can attend the sessions

of the Board and any of its committees and who are entitled to have access to materials related to the work of the Board, its committees and the Secretariat.

- 4.3 The provisions of this Appendix are effective as of 1 June 2013 in respect of all arbitrations commenced on or after that date, irrespective of the version of the Rules applying to such arbitrations.

APPENDIX II SCHEDULE OF ARBITRATION FEES AND COSTS

(All amounts in this Appendix are in euros, hereinafter "EUR")

1. FILING FEE

- 1.1 A Filing Fee must be paid upon filing a Request for Arbitration, any counterclaim or set-off claim pursuant to Article 8 of the Rules and any Request for Joinder pursuant to Article 10 of the Rules, as follows:
 - (a) EUR 3,000 where the amount of the claims does not exceed EUR 2,000,000;
 - (b) EUR 5,000 where the amount of the claims is between EUR 2,000,001 and EUR 10,000,000;
 - (c) EUR 8,000 where the amount of the claims exceeds EUR 10,000,000.
- 1.2 If the amount in dispute is not quantified, the Filing Fee shall be EUR 5,000.
- 1.3 Interest claims shall not be taken into account for the calculation of the amount in dispute. However, when the interest claims exceed the amount claimed as principal, the interest claims alone, instead of the principal amount, shall be taken into account for the calculation of the amount in dispute.
- 1.4 Amounts in currencies other than euro shall be converted into euros at the rate of exchange applicable at the time the Request for Arbitration is filed with the Institute or at the time any new claim, counterclaim, set-off claim or amendment to a claim is filed.
- 1.5 The Filing Fee is non-refundable and constitutes a part of the Administrative Fee referred to in Article 4 below. The Filing Fee shall be credited to the respective party's share of the advance on costs referred to in Article 2 below.
- 1.6 The payment of the Filing Fee shall be made by transfer to the bank account of the Finland Chamber of Commerce.

- 1.7 The arbitral tribunal shall promptly inform the Institute of any increase in the amount in dispute that may affect the amount of the Filing Fee payable under Article 1.1 above. The Institute may direct the parties to pay a supplementary Filing Fee within the time limit set by the Institute.

2. ADVANCE ON COSTS FIXED BY THE INSTITUTE

- 2.1 As provided in Article 48.1 of the Rules, the advance on costs fixed by the Institute is intended to cover the expected fees and expenses of the arbitral tribunal, the costs of expert advice and of other assistance required by the arbitral tribunal, and the Administrative Fee and expenses of the Institute.
- 2.2 Subject to Articles 2.3 and 2.4 below, each party shall pay half of the advance on costs within the time limit set by the Institute.
- 2.3 Where counterclaims or set-off claims are raised by the respondent, the Institute may fix separate advances on costs for the claims, counterclaims and set-off claims and order each of the parties to pay the advance on costs corresponding to its claims.
- 2.4 Where claims are made under Articles 10 and 11 of the Rules, the Institute shall fix one or more advances on costs that shall be payable by the parties as decided by the Institute. Where the Institute has previously fixed any advance on costs pursuant to Articles 2.1 to 2.3 of this Appendix, any such advance shall be replaced by the advance(s) fixed pursuant to this Article 2.4, and the amount of any advance previously paid by any party will be considered as a partial payment by such party of its share of the advance(s) on costs as fixed by the Institute pursuant to this Article 2.4.
- 2.5 The Institute may adjust the advance on costs, and order any party to pay further advances on costs, at any time during the proceedings to take into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the arbitral tribunal, the evolving

complexity of the arbitration, or other relevant circumstances.

- 2.6 If a party fails to pay its share of the advance on costs, the Institute shall give the other party an opportunity to pay the unpaid share on behalf of the defaulting party within the time limit set by the Institute. If the other party makes such payment, the arbitral tribunal may, at the request of that party, issue a separate award for reimbursement of the payment in accordance with Article 43(a) of the Rules. In the event that any part of the advance on costs remains unpaid, the Institute may terminate the proceedings, treat the claim for which the advance on costs has remained unpaid as withdrawn or, once the case file has been transmitted to the arbitral tribunal, the Institute may direct the tribunal to order the termination of the arbitration or to treat the claim for which the advance on costs has remained unpaid as having been withdrawn.
- 2.7 Subject to Articles 2.8 and 2.9 below, each party shall pay its share of the advance on costs in cash. The payment shall be made by transfer to the bank account of the Finland Chamber of Commerce.
- 2.8 If a party's share of the advance on costs is greater than EUR 250,000, such party may post a bank guarantee for any amount above this sum.
- 2.9 A party that has already paid in full its share of the advance on costs may pay the unpaid share owed by the defaulting party by posting a bank guarantee.
- 2.10 The Institute shall establish the terms of the bank guarantees referred to in Articles 2.8 and 2.9.
- 2.11 The amounts paid as advances on costs do not yield interest for the parties or the arbitrators.

3. ADVANCE ON COSTS FIXED BY THE ARBITRAL TRIBUNAL

- 3.1 As provided in Article 48.5 of the Rules, where the Institute has not fixed an advance on costs, the arbitral tribunal may request an advance on costs from the parties to secure the payment of

the arbitrators' fees and expenses referred to in Article 47.2(a)-(c) of the Rules.

- 3.2 Each party shall pay half of the advance on costs fixed by the arbitral tribunal within the time limit set by the tribunal. However, where counterclaims or set-off claims are raised by the respondent, the tribunal may fix separate advances on costs for the claims, counterclaims and set-off claims and order each of the parties to pay the advance on costs corresponding to its claims.
- 3.3 The arbitral tribunal may adjust the advance on costs, and order any party to pay further advances on costs, at any time during the proceedings if the tribunal considers it appropriate taking into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the tribunal, the evolving complexity of the arbitration, or other relevant circumstances.
- 3.4 If a party fails to pay its share of the advance on costs, the arbitral tribunal shall give the other party an opportunity to pay the unpaid share on behalf of the defaulting party within the time limit set by the tribunal. If the other party makes such payment, the arbitral tribunal may, at the request of that party, issue a separate award for reimbursement of the payment in accordance with Article 43(a) of the Rules. In the event that any part of the advance on costs remains unpaid, the arbitral tribunal may order the termination of the arbitration or treat the claim for which the advance on costs has remained unpaid as having been withdrawn.
- 3.5 Each party shall pay its share of the advance on costs in cash, unless the arbitral tribunal accepts payment through a bank guarantee on terms established by the tribunal.
- 3.6 Unless otherwise agreed with the parties and the Institute, the arbitral tribunal may draw on the advance on costs to cover the fees and expenses of the tribunal only after the rendering of the final award, consent award or order for the termination of the arbitration. The arbitral tribunal shall account for the advances on costs received and return any unexpended balance to the parties.

4. ADMINISTRATIVE FEE AND EXPENSES OF THE INSTITUTE

- 4.1 The Institute shall determine the Administrative Fee referred to in Article 47.2(d) of the Rules in accordance with Table A below.
- 4.2 The amount in dispute is calculated as the aggregate value of all claims. Where the amount in dispute cannot be ascertained, the Institute shall determine the Administrative Fee taking into account all relevant circumstances.
- 4.3 In exceptional circumstances, the Institute may deviate from the fee amounts set out in Table A or require payment of administrative expenses in addition to the Administrative Fee provided in Table A.
- 4.4 The payment of the Administrative Fee shall be made by transfer to the bank account of the Finland Chamber of Commerce.

5. FEES AND EXPENSES OF THE ARBITRAL TRIBUNAL

- 5.1 The arbitral tribunal's fees shall be determined exclusively by the Institute. Separate fee arrangements between the parties and the arbitral tribunal are contrary to the Rules.
- 5.2 The Institute shall determine the fee of a sole or presiding arbitrator in accordance with Table B below. The Institute may deviate from the fee amounts stated in Table B only in exceptional circumstances.
- 5.3 The amount in dispute is calculated as the aggregate value of all claims. Where the amount in dispute cannot be ascertained, the Institute shall determine the arbitrator's fee taking into account all relevant circumstances.
- 5.4 When fixing the arbitrator's fee, in addition to the monetary value of the dispute, the Institute shall consider the complexity of the dispute, the time spent on the case, and the diligence and efficiency of the arbitrator.

- 5.5 When a case is referred to an arbitral tribunal composed of three arbitrators, the total fees of the tribunal to be determined by the Institute shall normally not exceed two and a half times the fee of the presiding arbitrator.
- 5.6 As a rule, when a case is referred to an arbitral tribunal composed of three arbitrators, the Institute shall allocate 40-50 per cent of the tribunal's total fees to the presiding arbitrator and 25-30 per cent to each co-arbitrator. The Institute may, however, apply a different allocation of fees after consulting with the arbitral tribunal.
- 5.7 Pursuant to Article 47.2(b)-(c) of the Rules, the arbitrators shall receive reimbursement for their reasonable travel, accommodation and other expenses, as well as for costs of expert advice and of other assistance required in connection with the arbitration. The Institute shall determine the reasonableness of such expenses and decide to which extent they will be reimbursed.

6. OTHER PROVISIONS

- 6.1 If an arbitration is terminated before the rendering of a final award, the Institute shall determine the fees and expenses of the arbitrators and the Administrative Fee and expenses of the Institute at its discretion, taking into account the stage of the proceedings at which the arbitration was terminated, the amount of work done by the arbitrators and the Institute, and other relevant circumstances.
- 6.2 Where an arbitrator is replaced pursuant to Article 23 of the Rules, the Institute shall determine the fee and expenses due to the arbitrator who has been replaced, taking into account the amount of work done, the reason for the replacement, and other relevant circumstances.
- 6.3 In case of a request for the correction or interpretation of an award under Article 45 of the Rules, or for the making of an additional award under Article 46, the Institute shall decide whether any costs referred to in Article 47.2(a)-(d) will be charged to the parties. The Institute

may fix a supplementary advance on costs, to be paid by the parties, to cover any additional fees and expenses of the arbitral tribunal and any additional administrative expenses of the Institute.

- 6.4 The provisions of Article 6.3 above also apply if a competent judicial authority seised with an action to set aside an arbitral award has remitted the award to an arbitral tribunal to eliminate the ground for setting it aside.
- 6.5 The Institute may issue guidelines to supplement the provisions of this Appendix with regard to the payment of the arbitrators' fees and expenses as well as the Administrative Fee and expenses of the Institute.
- 6.6 Tables A and B regarding the determination of the Administrative Fee and the arbitrators' fees set out below are effective as of 1 June 2017, replacing the prior tables effective as of 1 June 2013, in respect of all arbitrations commenced on or after 1 June 2017, irrespective of the version of the Rules applying to such arbitrations.
- 6.7 This Appendix shall not apply to the appointment of an Emergency Arbitrator pursuant to Article 36.5 and Appendix III of the Rules.

ADMINISTRATIVE FEE

TABLE A

Amount in dispute (EUR)	Administrative Fee (EUR)
Up to 25,000	3,000
From 25,001 to 50,000	3,000 + 4.00% of amount over 25,000 with a maximum Administrative Fee of 4,000
From 50,001 to 200,000	4,000 + 1.00% of amount over 50,000 with a maximum Administrative Fee of 5,500
From 200,001 to 500,000	5,500 + 1.83% of amount over 200,000 with a maximum Administrative Fee of 11,000
From 500,001 to 1,000,000	11,000 + 1.10% of amount over 500,000 with a maximum Administrative Fee of 16,500
From 1,000,001 to 2,000,000	16,500 + 0.45% of amount over 1,000,000 with a maximum Administrative Fee of 21,000
From 2,000,001 to 5,000,000	21,000 + 0.15% of amount over 2,000,000 with a maximum Administrative Fee of 25,500
From 5,000,001 to 10,000,000	25,500 + 0.15% of amount over 5,000,000 with a maximum Administrative Fee of 33,000
From 10,000,001 to 50,000,000	33,000 + 0.03% of amount over 10,000,000 with a maximum Administrative Fee of 45,000
From 50,000,001 to 100,000,000	45,000 + 0.02% of amount over 50,000,000 with a maximum Administrative Fee of 55,000
Over 100,000,000	55,000 + 0.01% of amount over 100,000,000 with a maximum Administrative Fee of 60,000

The Administrative Fee is not subject to VAT.

Amount in dispute (EUR)	Fee of the sole or presiding arbitrator (EUR)	
	Minimum	Maximum
Up to 25,000	3,000	12,000
From 25,001 to 50,000	3,000 + 6.00% of amount over 25,000	12,000 + 12.00% of amount over 25,000
From 50,001 to 200,000	4,500 + 2.33% of amount over 50,000	15,000 + 4.00% of amount over 50,000
From 200,001 to 500,000	8,000 + 1.83% of amount over 200,000	21,000 + 3.67% of amount over 200,000
From 500,001 to 1,000,000	13,500 + 1.10% of amount over 500,000	32,000 + 2.60% of amount over 500,000
From 1,000,001 to 2,000,000	19,000 + 0.60% of amount over 1,000,000	45,000 + 2.50% of amount over 1,000,000
From 2,000,001 to 5,000,000	25,000 + 0.30% of amount over 2,000,000	70,000 + 1.33% of amount over 2,000,000
From 5,000,001 to 10,000,000	34,000 + 0.24% of amount over 5,000,000	110,000 + 0.50% of amount over 5,000,000
From 10,000,001 to 30,000,000	46,000 + 0.04% of amount over 10,000,000	135,000 + 0.18% of amount over 10,000,000
From 30,000,001 to 50,000,000	54,000 + 0.05% of amount over 30,000,000	170,000 + 0.20% of amount over 30,000,000
From 50,000,001 to 75,000,000	64,000 + 0.04% of amount over 50,000,000	210,000 + 0.12% of amount over 50,000,000
From 75,000,001 to 100,000,000	75,000 + 0.04% of amount over 75,000,000	240,000 + 0.06% of amount over 75,000,000
Over 100,000,000	To be determined by the Board	To be determined by the Board

The fee amounts mentioned in the table do not include any possible VAT to be added to the fee of an arbitrator.

APPENDIX III EMERGENCY ARBITRATOR RULES

1. GENERAL PROVISIONS

- 1.1 As provided in Article 36.5 of the Rules, a party in need of urgent interim measures of protection that cannot await the constitution of an arbitral tribunal (the "Applicant") may apply for the appointment of an Emergency Arbitrator in accordance with the provisions of this Appendix.
- 1.2 The Emergency Arbitrator shall have the same power to grant any interim measures of protection as the arbitral tribunal under Article 36.1 of the Rules. However, the Emergency Arbitrator may exercise such power only if he or she is satisfied that the Applicant's need for interim relief is so urgent that it is necessary to grant interim measures of protection prior to the constitution of the arbitral tribunal. Where the urgency requirement is not fulfilled, the Emergency Arbitrator shall dismiss the Applicant's request for interim measures of protection.
- 1.3 The provisions of this Appendix are not intended to prevent any party from seeking urgent interim measures of protection from a competent judicial authority at any time prior to making an application for the appointment of an Emergency Arbitrator pursuant to Article 36.5 of the Rules and this Appendix, and in appropriate circumstances even thereafter. Any application for such measures from a judicial authority shall not be considered an infringement or a waiver of the arbitration agreement.

2. APPLICATION FOR THE APPOINTMENT OF AN EMERGENCY ARBITRATOR

- 2.1 An application for the appointment of an Emergency Arbitrator (the "Application") shall be submitted to the Institute in the number of copies required to provide one copy for each party, one for the Emergency Arbitrator and one for the Institute.
- 2.2 The Application shall contain the following information:

- a) the name and contact details of the parties and of their counsel or other representatives;
 - b) identification of and, where possible, a copy of the arbitration agreement under which the dispute is to be settled;
 - c) identification of any contract, other legal instrument or relationship out of or in relation to which the dispute arises;
 - d) a brief description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
 - e) a statement of the relief sought from the Emergency Arbitrator;
 - f) the reasons why the Applicant needs urgent interim measures of protection that cannot await the constitution of an arbitral tribunal;
 - g) any agreement as to the seat of arbitration, the law or rules of law applicable to the substance of the dispute, or the language of the arbitration; and
 - h) proof of payment of the Application Deposit referred to in Article 4 below.
- 2.3 The Application may contain such other information or documents as the Applicant considers appropriate to contribute to the efficient examination of the Application.
- 2.4 The Application shall be submitted in the language of the arbitration as agreed by the parties. Failing such agreement, the Application shall be submitted in the language of the arbitration agreement.
- 2.5 The Application may be made either before or after the commencement of the arbitration. However, the Application shall be submitted to the Institute prior to the transmission of the case file to the arbitral tribunal pursuant to Article 24 of the Rules. Failure to comply with this time limit shall result in the dismissal of the Application by the Institute.

- 2.6 Where the Application is submitted to the Institute before the Request for Arbitration, the Institute shall terminate the Emergency Arbitrator proceedings if the Request for Arbitration is not submitted within 10 days from the date of receipt of the Application by the Institute. In exceptional circumstances, the Institute may extend this time limit upon a reasoned request of a party or the Emergency Arbitrator.

3. APPOINTMENT OF AN EMERGENCY ARBITRATOR

- 3.1 If it is manifest that no agreement to arbitrate under the Rules exists, the Institute shall dismiss the Application.
- 3.2 If the Institute determines that it should accept the Application, it shall transmit a copy of the Application and the attached documents to the respondent once the Applicant has supplied sufficient copies and paid the Application Deposit referred to in Article 4 below.
- 3.3 The Institute shall seek to appoint an Emergency Arbitrator within two days after receipt of both the Application and the Application Deposit.
- 3.4 Once the Emergency Arbitrator has been appointed, the Institute shall notify the parties of the appointment and transmit the Application, together with any other documents that the Institute may have received from the parties (the "File"), to the Emergency Arbitrator. After that, all written communications from the parties shall be submitted directly to the Emergency Arbitrator, with a simultaneous copy to the other party.

4. APPLICATION DEPOSIT FOR THE COSTS OF THE EMERGENCY ARBITRATOR PROCEEDINGS

- 4.1 The Application Deposit is EUR 25,000, consisting of EUR 5,000 for the administrative fee and expenses of the Institute and EUR 20,000 for the fee and expenses of an Emergency Arbitrator.

- 4.2 In exceptional circumstances, the Institute may decide that the fee and expenses of the Emergency Arbitrator shall be more than EUR 20,000, or that the administrative fee and expenses of the Institute shall be more than EUR 5,000, taking into account the nature of the case, the amount of work done by the Emergency Arbitrator and the Institute, and other relevant circumstances. In that event, the Institute may increase the Application Deposit at any time during the Emergency Arbitrator proceedings.
- 4.3 If the Applicant fails to pay the increased Application Deposit within the time limit set by the Institute, the Emergency Arbitrator proceedings will be terminated.
- 4.4 If the Emergency Arbitrator proceedings are terminated prior to the rendering of the Emergency Arbitrator's decision (the "Emergency Arbitrator Decision"), the Institute shall determine the fees and expenses due to the Emergency Arbitrator and the Institute, taking into account the amount of work done by the Emergency Arbitrator and the Institute, the reason for the termination of the proceedings, and other relevant circumstances. Any amount paid by the Applicant which exceeds the fees and expenses as determined by the Institute shall be reimbursed to the Applicant.

5. SEAT OF EMERGENCY ARBITRATOR PROCEEDINGS

- 5.1 The seat of Emergency Arbitrator proceedings shall be the seat of arbitration as agreed by the parties.
- 5.2 If the parties have not agreed on the seat of arbitration, or if the designation of the seat is unclear, the Institute shall determine the seat of Emergency Arbitrator proceedings.

6. PROCEEDINGS BEFORE AN EMERGENCY ARBITRATOR

- 6.1 The Emergency Arbitrator shall establish a procedural timetable for the Emergency Arbitrator proceedings as soon as possible, and

normally not later than within two days, after having received the File from the Institute. The Emergency Arbitrator shall communicate the procedural timetable to the parties and the Institute without delay.

- 6.2 The Emergency Arbitrator shall conduct the Emergency Arbitrator proceedings in such manner as he or she considers appropriate, taking into account the nature of the case and urgency inherent in the proceedings. In all cases, the Emergency Arbitrator shall ensure that the parties are treated with equality and that each party is given a reasonable opportunity to present its case.
- 6.3 The Emergency Arbitrator shall have the power to rule on his or her jurisdiction, including any objections concerning the existence, validity or applicability of the arbitration agreement. The Emergency Arbitrator shall resolve any disputes over the applicability of this Appendix.
- 6.4 The Emergency Arbitrator shall decide the Application within 15 days from the date of receipt of the File from the Institute. The Institute may extend this time limit upon a reasoned request of the Emergency Arbitrator or, if deemed necessary, on its own motion.
- 6.5 The Emergency Arbitrator Decision may be made even if in the meantime the Institute has transmitted the case file to the arbitral tribunal.
- 6.6 The Emergency Arbitrator may make the granting of any interim measure of protection subject to appropriate security being furnished by the Applicant for any costs or damage that such measure may cause to the party against which it is directed. The Emergency Arbitrator shall establish the terms of any security arrangement.

7. CHALLENGE OF AN EMERGENCY ARBITRATOR

- 7.1 An Emergency Arbitrator shall be impartial and independent of the parties.
- 7.2 Before accepting the appointment, a prospective Emergency Arbitrator shall disclose to the

Institute in writing any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. The Emergency Arbitrator shall also immediately disclose to the Institute and the parties in writing similar circumstances which may arise during the course of the Emergency Arbitrator proceedings.

- 7.3 A party intending to challenge an Emergency Arbitrator shall submit a written notice of challenge (the "Notice of Challenge") to the Institute. The Notice of Challenge shall state the reasons for the challenge and specify the date on which the party became aware of the circumstances on which the challenge is based.
- 7.4 The Notice of Challenge shall be submitted to the Institute within two days from the date when the circumstances giving rise to the challenge became known to the challenging party. Failure by a party to comply with this time limit shall constitute a waiver of the right to make the challenge.
- 7.5 The Institute shall decide the challenge as soon as possible after having afforded an opportunity for the Emergency Arbitrator and the other party to submit comments on the Notice of Challenge within the time limit set by the Institute. The Institute has no obligation to give reasons for its decision.

8. EMERGENCY ARBITRATOR DECISION

- 8.1 The Emergency Arbitrator Decision shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the Emergency Arbitrator.
- 8.2 The Emergency Arbitrator shall communicate a copy of the Emergency Arbitrator Decision to each of the parties and the Institute without delay.
- 8.3 The Emergency Arbitrator Decision shall be binding on the parties when rendered. By agreeing to arbitration under the Rules, the parties undertake to comply with any Emergency Arbitrator Decision without delay.

- 8.4 The Emergency Arbitrator may amend or revoke the Emergency Arbitrator Decision at the request of a party or, in exceptional circumstances and upon prior notice to the parties, on the Emergency Arbitrator's own initiative.
- 8.5 An arbitral tribunal shall not be bound by the Emergency Arbitrator Decision or the reasoning of such Decision.
- 8.6 The Emergency Arbitrator Decision shall cease to be binding on the parties:
- a) if the Institute terminates the Emergency Arbitrator proceedings for failure to commence the arbitration within the time limit prescribed in Article 2.6 above;
 - b) upon the acceptance by the Institute of a challenge against the Emergency Arbitrator pursuant to Article 7 above;
 - c) if the case file is not transmitted to the arbitral tribunal within 90 days from the date of the Emergency Arbitrator Decision;
 - d) if the Emergency Arbitrator or an arbitral tribunal so decides;
 - e) upon the arbitral tribunal rendering a final award, unless the arbitral tribunal expressly decides otherwise; or
 - f) upon the termination of the arbitration before the rendering of a final award.
- 8.7 Subject to the provisions of Article 6.5 above, the Emergency Arbitrator shall have no further powers to act once the case file has been transmitted to the arbitral tribunal.

9. ALLOCATION OF THE COSTS OF THE EMERGENCY ARBITRATOR PROCEEDINGS

- 9.1 The Emergency Arbitrator Decision shall fix the costs of the Emergency Arbitrator proceedings and state which of the parties shall bear those costs or in what proportion the costs shall be borne by the parties.

- 9.2 The costs of the Emergency Arbitrator proceedings include:
- a) the fee and expenses of the Emergency Arbitrator;
 - b) the administrative fee and expenses of the Institute; and
 - c) the legal and other costs incurred by the parties in relation to the Emergency Arbitrator proceedings, if such costs have been claimed and to the extent that the Emergency Arbitrator considers that the amount of such costs is reasonable.

10. OTHER PROVISIONS

- 10.1 Unless otherwise agreed by the parties:
- a) the Institute and the Emergency Arbitrator shall maintain the confidentiality of the Emergency Arbitrator proceedings and the Emergency Arbitrator Decision;
 - b) each party undertakes to keep confidential the Emergency Arbitrator Decision and all other orders and decisions made by the Emergency Arbitrator, correspondence from the Emergency Arbitrator to the parties, as well as documents and other materials submitted by another party in connection with the Emergency Arbitrator proceedings, subject to the exceptions set forth in Article 49.2(a)-(c) of the Rules;
 - c) the Institute may publish excerpts or summaries of selected Emergency Arbitrator Decisions and other orders and decisions issued by an Emergency Arbitrator, provided that all references to the parties' names and other identifying details are deleted.
- 10.2 At the request of a party, the arbitral tribunal shall finally decide any party's claims related to the Emergency Arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the Emergency Arbitrator Decision.

- 10.3 Unless otherwise agreed by the parties, an Emergency Arbitrator may not serve as arbitrator in any arbitration relating to the dispute in respect of which the Emergency Arbitrator has acted.
- 10.4 Unless otherwise agreed by the parties, the provisions of this Appendix apply to Emergency Arbitrator proceedings initiated under arbitration agreements concluded on or after 1 June 2013.

MODEL ARBITRATION CLAUSES

MODEL ARBITRATION CLAUSES

Below are model arbitration clauses for parties who wish to submit to arbitration under the Arbitration Rules of the Finland Chamber of Commerce.

Standard arbitration clause:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

Note: Parties may wish to consider adding:

- (a) The number of arbitrators shall be [one / three].
- (b) The seat of arbitration shall be [town and country].
- (c) The language of the arbitration shall be [language].

Arbitration clause without Emergency Arbitrator:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The Emergency Arbitrator provisions shall not apply.

Note: Parties may wish to consider adding:

- (a) The number of arbitrators shall be [one / three].
- (b) The seat of arbitration shall be [town and country].
- (c) The language of the arbitration shall be [language].

Adopted by the Finland Chamber of Commerce on 16 May 2013

Amendments to Tables A and B of Appendix II to the Rules
as adopted by the Finland Chamber of Commerce on 31 May 2017



**THE FINLAND
ARBITRATION
INSTITUTE**

PART OF THE FINLAND
CHAMBER OF COMMERCE

**The Arbitration Institute of the
Finland Chamber of Commerce**
Aleksanterinkatu 17, P.O. Box 1000
FI-00101 Helsinki, Finland
Tel: +358 9 4242 6200
info@arbitration.fi
www.arbitration.fi