



**THE FINLAND
ARBITRATION
INSTITUTE**

Rules for Expedited Arbitration 2024

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 Arbitration Rules of the Finland Chamber of Commerce (the "Arbitration 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) "claimant" includes one or more claimants;
- (ii) "respondent" includes one or more respondents;
- (iii) "additional party" includes one or more additional parties;
- (iv) "party" or "parties" include claimants, respondents and additional parties;
- (v) "claim" or "claims" include any claim by any

party against any other party;

- (vi) "award" includes, inter alia, any interim, partial or final award made by the sole arbitrator;
- (vii) "nomination" means a proposal by the parties that a certain candidate be confirmed as sole arbitrator by the Institute;
- (viii) "confirmation" means an act whereby the Institute confirms that a candidate nominated by the parties or a candidate appointed by the Institute may serve as sole arbitrator in an arbitration under the Rules;
- (ix) "joinder" means joining one or more additional parties as parties to a pending arbitration under the Rules;
- (x) "consolidation" means combining two or more arbitrations under the Rules into a single arbitration;
- (xi) "separation" means separating claims made under an arbitration agreement to be determined in a separate 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 Rules for Expedited Arbitration 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 The Institute, the sole arbitrator and the parties shall transmit any written statement, notice or other communication in hard copy or by electronic means in a manner that provides a record of the transmission.
- 4.2 If a party is represented by counsel or other representative, any written statement, 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 only to its counsel or other representative. Correspondingly, the Request for Joinder referred to in Article 11 shall be transmitted to the additional party itself, unless the additional party instructs the Institute in writing that the Request for Joinder shall be transmitted only to its counsel or other representative.
- 4.3 Any notice or other communication from the Institute or the sole arbitrator shall be delivered to the last known address of the party or its counsel or other representative, as notified either by the party in question or by the other party.
- 4.4 Once the case file has been transmitted to the sole arbitrator, a party shall submit any written statement or other communication directly to the sole arbitrator, with a simultaneous copy to the other parties.
- 4.5 The Institute or the sole arbitrator may, if deemed necessary, separately request that a

party provide a hard copy of an electronically transmitted document or other communication or that a party provide additional copies of any hard copy. The sole arbitrator may also otherwise issue more detailed orders regarding the transmission of written statements, notices and other communications to the tribunal and the parties.

- 4.6 At any time after the commencement of the arbitration, the Institute or the sole arbitrator may require proof of authority from counsel or any party representative in such form as the Institute or the sole arbitrator may determine.

5. CALCULATION OF TIME PERIODS

- 5.1 Any written statement, notice or other communication transmitted in accordance with Articles 4.1, 4.2 and 4.3 shall be deemed to have been made on the day it was received by the party itself or by its counsel or other representative, or on the day it would normally have been received given the means of transmission.
- 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 made under Article 5.1. 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 accordance with Article 4.1.
- 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 language, the seat of arbitration and the law or rules of law applicable to the substance of the dispute;
 - (h) the claimant's possible observations to the effect that the Arbitration Rules would be more appropriate for the conduct of the arbitration

than the Rules; 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 6.3 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 the Request for Arbitration and the attached documents to the respondent once the claimant has paid the Filing Fee referred to in Article 7 and provided any copies that may have been requested in accordance with Article 4.5.

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.

8. ANSWER TO THE REQUEST FOR ARBITRATION

8.1 Within 15 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 accordance with Article 4.1.

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 the sole arbitrator to be appointed 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 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) the respondent's possible observations to the effect that the Arbitration Rules would be more appropriate for the conduct of the arbitration than the Rules and/or comments on the claimant's observations to this effect in the Request for Arbitration.

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 provide any copies that may have been requested in accordance with Article 4.5, 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 the Answer and the attached documents to the claimant. 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.

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 sole arbitrator, the sole arbitrator 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 sole arbitrator, direct the sole arbitrator to treat the counterclaim or set-off claim as having been withdrawn.

10. REFERRING THE ARBITRATION TO BE CONDUCTED UNDER THE ARBITRATION RULES

- 10.1 In addition to the provisions of Articles 6.3(h) and 8.2(f), the Institute may on its own motion request that the parties comment on whether the Arbitration Rules might be more appropriate for the conduct of the arbitration than the Rules.
- 10.2 Where the parties agree on the application of the Arbitration Rules, the arbitration may be referred to be conducted under the Arbitration Rules prior to the confirmation of the sole arbitrator.
- 10.3 By agreeing to refer the arbitration to be conducted under the Arbitration Rules, the parties agree that the Arbitration Rules shall take precedence over any contrary terms of the arbitration agreement.

11. JOINDER OF ADDITIONAL PARTIES

- 11.1 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 accordance with Article 4.1.

- 11.2 The Request for Joinder shall be submitted to the Institute prior to the transmission of the case file to the sole arbitrator. 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.
- 11.3 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.
- 11.4 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 11.7.
- 11.5 The Request for Joinder shall be submitted in the language required by Article 6.4.

- 11.6 Where the Request for Joinder fails to fulfill the requirements set forth in Articles 11.4 and 11.5, 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.
- 11.7 Upon filing the Request for Joinder, the applicant shall pay the Filing Fee prescribed in Article 1 of Appendix II.
- 11.8 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.
- 11.9 The Institute shall transmit 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 paid the required Filing Fee and provided any copies that may have been requested in accordance with Article 4.5.
- 11.10 Within 15 days of the receipt of the Request for Joinder, the additional party shall submit to the Institute an Answer to the Request for Joinder.
- 11.11 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 the sole arbitrator already appointed, or to be appointed under these 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.
- 11.12 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.

- 11.13 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.
- 11.14 The additional party may make claims against any other party in accordance with the provisions of Article 12.
- 11.15 The Institute shall transmit the Answer to the Request for Joinder and the attached documents to the applicant and all other parties to the arbitration. 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.
- 11.16 Any joinder shall be subject to the provisions of Articles 13 and 15. Before the Board decides whether to accept a Request for Joinder, it shall consult with any confirmed arbitrator.
- 11.17 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 or appointment of the sole arbitrator and apply the provisions of Article 19 in the appointment of the sole arbitrator.

12. CLAIMS BETWEEN MULTIPLE PARTIES

- 12.1 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 sole arbitrator, subject to the provisions of Articles 13 and 15.
- 12.2 Any party making a claim under Article 12.1 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.

12.3 The Institute shall notify a party of any claims made against it under Article 12.1 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.

12.4 The party submitting a response to claims made against it under Article 12.1 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.

12.5 Once the case file has been transmitted to the sole arbitrator, the sole arbitrator shall decide if and to what extent new claims may be made between different parties to the arbitration.

13. CLAIMS UNDER MULTIPLE CONTRACTS

Claims arising out of or in connection with different contracts or different arbitration agreements under these Rules may be made in a single arbitration, subject to the provisions of Article 15.

14. CONSOLIDATION OF ARBITRATIONS

14.1 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.

14.2 When deciding whether to consolidate two or more arbitrations in the situations referred to in Article 14.1(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 in any of the arbitrations and, if so, whether the same or different persons have been confirmed; and
- (d) any other relevant circumstances.

14.3 Before the Board decides whether to consolidate the arbitrations, it shall consult with all parties and any confirmed arbitrator in all the arbitrations.

14.4 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 the sole arbitrator and apply the provisions of Article 19 in the appointment of the sole arbitrator.

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

15. DETERMINATION OF JURISDICTION

- 15.1 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 these Rules that binds the parties may exist.

- 15.2 In addition, where claims are made pursuant to Article 13 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.
- (c) If the Board does not allow the arbitration to proceed regarding claims made under one or several of the arbitration agreements, the Board shall separate the claims made under the arbitration agreement or each of the arbitration agreements in question to be determined in a separate arbitration or arbitrations. The separated arbitration(s) shall be deemed to have commenced on the same date as the original arbitration from which the arbitration(s)

is/are separated.

- (d) If a party wishes to continue a separated arbitration, a party making claims in the separated arbitration shall pay the Filing Fee prescribed in Article 1 of Appendix II upon the separation of the arbitration(s). If a party fails to pay the Filing Fee upon the separation of the arbitration(s), the Institute shall direct the party to make the payment within the time limit set by the Institute. If the party fails to comply, the Board may dismiss the claims made by the party in the separated arbitration.
 - (e) The Institute may direct the parties to the original arbitration and/or any separated arbitration(s) to update their Request for Arbitration, Answer and/or any other statement(s) before the proceedings shall continue.
- 15.3 The Board's decision to allow the arbitration to proceed shall not be binding on the sole arbitrator, who shall decide on its own jurisdiction.

CHAPTER III

SOLE ARBITRATOR

16. COMPOSITION OF THE ARBITRAL TRIBUNAL

Any dispute submitted to arbitration under these Rules shall be decided by a sole arbitrator.

17. PARTY AUTONOMY IN THE APPOINTMENT OF A SOLE ARBITRATOR

17.1 The parties may agree on the procedure for appointment of the sole arbitrator.

17.2 To the extent that the parties have not agreed otherwise on the procedure for appointment of the sole arbitrator, the provisions of Articles 18 and 19 shall apply.

17.3 The provisions of Articles 18 and 19 shall also apply if the parties have been unable to appoint the sole arbitrator 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.

17.4 In all cases, the provisions of Articles 20–23 regarding impartiality, independence, confirmation, challenge, release and replacement of an arbitrator shall apply.

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

The claimant and the respondent may jointly nominate the sole arbitrator for confirmation within 10 days from the date on which the Answer was received by the claimant. Failing such joint nomination within the applicable time limit, the Board shall appoint the sole arbitrator.

19. APPOINTMENT OF A SOLE ARBITRATOR IN MULTI-PARTY PROCEEDINGS

Where there are more than two parties in the arbitration:

- (a) the claimant(s) and the respondent(s) may jointly nominate the sole arbitrator for confirmation within 10 days from the date on which the Answer was received by the claimant(s);
- (b) where an additional party has been joined pursuant to Article 11, 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(a)–(b), or within such other time limit as the Institute may have set, the Board shall appoint the sole arbitrator.

20. IMPARTIALITY AND INDEPENDENCE

- 20.1 An arbitrator shall be and remain impartial and independent of the parties.
- 20.2 Before confirmation, 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 their 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 of the arbitrator.
- 20.4 An arbitrator shall promptly disclose in writing to the Institute and the parties any circumstances referred to in Article 20.2 which may arise during the course of the arbitration.
- 20.5 Each party shall promptly inform in writing the Institute, the sole arbitrator and the other

parties of the existence and identity of any third party, which has entered into an arrangement for the funding of claims or defences in the arbitration, and under which it has an economic interest in the outcome of the arbitration.

- 20.6 Each party shall promptly inform in writing the Institute, the sole arbitrator and the other parties of any changes or additions regarding its representation in the arbitration. If justifiable doubts as to the sole arbitrator's impartiality and independence arise from a change or addition in the parties' representation, the Board may, after consulting with the sole arbitrator and the parties, exclude the new or additional representation from participating in the arbitration, unless the change is based on justified grounds.

21. CONFIRMATION AND APPOINTMENT

- 21.1 The sole arbitrator is subject to confirmation by the Institute. The mandate of a sole arbitrator shall begin upon such confirmation.
- 21.2 The Secretariat may confirm an arbitrator if:
- (a) the prospective arbitrator's Statement contains no qualifications regarding their impartiality or independence; and
 - (b) no party has objected to the confirmation 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 only if the prospective arbitrator fails to fulfill the requirements of impartiality and independence set forth in Article 20.1, or if the prospective arbitrator 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 of the arbitrator nominated by the parties, it may:
- (a) give the nominating parties 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 the sole arbitrator, 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, the sole arbitrator shall be of a nationality other than those of the parties, unless otherwise agreed by the parties or unless the Board in special circumstances determines that it is appropriate to appoint a sole arbitrator with the same nationality as any of the parties.

21.7 In the event of any failure in the appointment of a sole arbitrator under the Rules, the Board shall have all powers to address such failure and may, in particular, revoke any confirmation or appointment already made and appoint or reappoint the sole arbitrator.

22. CHALLENGE

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 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 the Notice of Challenge to the arbitrator being challenged 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

- 23.1 The Board shall release the sole 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 and the parties an opportunity to submit comments within the time limit set by the Institute.

23.3 Where a sole arbitrator has been released from appointment, or where a sole arbitrator has died, a substitute arbitrator shall be nominated or appointed pursuant to the procedure provided for in Articles 18 and 19. In special circumstances the Board may, after consulting with the parties, directly appoint the substitute arbitrator.

23.4 Where a sole arbitrator has been replaced, the new sole arbitrator shall, after consulting with the parties, decide if and to what extent prior proceedings will be repeated.

CHAPTER IV PROCEEDINGS BEFORE THE SOLE ARBITRATOR

24. TRANSMISSION OF THE CASE FILE TO THE SOLE ARBITRATOR

The Institute shall transmit the case file to the sole arbitrator as soon as the sole arbitrator has been appointed and the Filing Fee referred to in Articles 7, 9, 11.7 and 15.2(d) and the advance on costs 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 sole arbitrator shall conduct the arbitration in such manner as the sole arbitrator considers appropriate, taking into account the requirement of rapidity inherent in expedited proceedings.
- 25.2 In all cases, the sole arbitrator 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.
- 25.4 By agreeing to arbitration under the Rules, the parties undertake to comply with any order or other direction of the sole arbitrator without delay.
- 25.5 The sole arbitrator may, after consulting with the parties, appoint a secretary when deemed appropriate. A secretary shall meet the same requirements of impartiality and independence as the sole arbitrator under Article 20.1. The Institute may separately issue further instructions on the appointment, duties and remuneration of a secretary.

- 25.6 With the agreement of all parties, the sole arbitrator 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 the sole arbitrator's impartiality based on the arbitrator's participation and knowledge acquired in taking the agreed steps.
- 25.7 All communications to the sole arbitrator 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 sole arbitrator.

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 sole arbitrator.
- 26.2 The sole arbitrator may, after consulting with the parties, conduct a hearing at any location it considers appropriate.
- 26.3 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 is held elsewhere.

27. LANGUAGE OF THE ARBITRATION

- 27.1 If the parties have not agreed on the language of the arbitration, the sole arbitrator 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 sole arbitrator, the sole arbitrator 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 sole arbitrator to the substance of the dispute.
- 28.2 In the absence of any agreement by the parties, the sole arbitrator shall apply the law or rules of law which it determines to be appropriate.
- 28.3 The sole arbitrator shall decide the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised the sole arbitrator to do so.

29. CASE MANAGEMENT CONFERENCES

- 29.1 The sole arbitrator shall arrange a case management conference with the parties as soon as possible, in principle within 14 days from the date on which the sole arbitrator received the case file from the Institute. The purpose of the case management conference is to agree on the conduct and timetable of the proceedings so as to ensure the fairness, expeditiousness and cost-efficiency of the arbitration. The sole arbitrator may refrain from arranging a case management conference only in exceptional circumstances if the sole arbitrator determines that a case management conference is unnecessary.
- 29.2 The sole arbitrator may, after consulting with the parties, arrange one or more additional case management conferences in the course of the proceedings when deemed appropriate.
- 29.3 Any case management conference may be conducted through a meeting in person, by video conference, telephone or similar means of communication. The sole arbitrator 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 case management conference referred to in Article 29.1, the sole arbitrator shall establish the procedural timetable for the conduct of the arbitration. Where no case management conference has been arranged, the sole arbitrator 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 sole arbitrator 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 sole arbitrator 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 the sole arbitrator considers that the circumstances so require for the proper conduct of the proceedings.
- 30.4 The sole arbitrator 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 sole arbitrator, the claimant shall submit a Statement of Claim to the respondent and the sole arbitrator. 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 sole arbitrator, the respondent shall submit a Statement of Defence to the claimant and the sole arbitrator. 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 sole arbitrator 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 Unless the sole arbitrator in special circumstances decides otherwise, the following shall apply:

- (a) in addition to the Statement of Claim and the Statement of Defence, the parties may each file one written submission, including statements of evidence;
- (b) the submissions must be brief; and
- (c) the time limits within which the submissions shall be filed may not exceed 14 days.

31.5 The sole arbitrator may order any party to finally state its claim for relief within the time limit set by the sole arbitrator. After the expiration of the time limit, the party may not amend its claim for relief, unless the sole arbitrator in exceptional circumstances decides otherwise.

32. PLEAS AS TO THE JURISDICTION OF THE SOLE ARBITRATOR

- 32.1 The sole arbitrator 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 sole arbitrator 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 sole arbitrator 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 sole arbitrator shall determine the admissibility, relevance, materiality, and weight of the evidence.
- 33.2 At any time during the proceedings, the sole arbitrator 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 sole arbitrator may consider relevant to the outcome of the case.

34. CUT-OFF DATE

The sole arbitrator may, after consulting with the parties, set a cut-off date prior to the commencement of any hearing referred to in Article 35 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 sole arbitrator in exceptional circumstances decides otherwise.

35. HEARING

- 35.1 The parties may agree that the dispute shall be decided solely on the basis of documentary evidence. A hearing shall be held only if requested by a party and if deemed necessary by the sole arbitrator.
- 35.2 In advance of a hearing, the sole arbitrator 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.
- 35.3 The sole arbitrator may, after consulting with the parties, direct that witnesses may be examined through a remote connection.
- 35.4 The sole arbitrator 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 sole arbitrator.
- 35.5 The sole arbitrator shall establish the sequence and schedule of the hearing, as well as decide on the possible use of a remote connection to conduct the hearing, after consulting with the parties. Any witness who gives oral evidence may be questioned by the parties in such manner as the sole arbitrator shall determine.
- 35.6 Hearings shall be held *in camera*, unless otherwise agreed by the parties.

36. EXPERTS APPOINTED BY THE SOLE ARBITRATOR

- 36.1 After consulting with the parties, the sole arbitrator may appoint one or more experts to report to it in writing on specific issues to be determined by the sole arbitrator. Any expert appointed by the sole arbitrator shall be impartial and independent of the parties, their counsel and the sole arbitrator.
- 36.2 Upon receipt of the expert's report, the sole arbitrator shall transmit 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.

- 36.3 At the request of any party, the sole arbitrator 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 35 apply to such proceedings.

37. INTERIM MEASURES OF PROTECTION

- 37.1 The sole arbitrator may, at the request of a party, grant any interim measures of protection it deems appropriate.

- 37.2 Before deciding whether to grant any interim measure of protection, the sole arbitrator shall give the party against which the request is directed an opportunity to submit comments within the time limit set by the sole arbitrator.

- 37.3 The sole arbitrator 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 sole arbitrator shall establish the terms of any security arrangement.

- 37.4 The sole arbitrator's decision shall take the form of an order. The sole arbitrator 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 sole arbitrator's own initiative.

- 37.5 A party in need of urgent interim measures of protection that cannot await the appointment of a sole arbitrator 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.

- 37.6 Before the case file is transmitted to the sole arbitrator, 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.

38. DEFAULT

- 38.1 If the claimant fails to submit a Statement of Claim, the sole arbitrator shall order the termination of the proceedings, unless there are remaining matters that may require a decision and the sole arbitrator considers it appropriate to do so.
- 38.2 If the respondent fails to submit an Answer to the Request for Arbitration, or a Statement of Defence, the sole arbitrator 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.
- 38.3 If any party fails to appear at a hearing without good cause, the sole arbitrator may proceed with the hearing.
- 38.4 If any party otherwise fails to avail itself of the opportunity to present its case, the sole arbitrator may proceed with the arbitration and make an award based on the submissions and evidence before the sole arbitrator.
- 38.5 If a party, without good cause, fails to comply with any provision of these Rules or any order or direction issued by the sole arbitrator, the sole arbitrator may draw such inferences from the party's non-compliance as it considers appropriate.

39. 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 sole arbitrator. 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.

40. CLOSING OF PROCEEDINGS

- 40.1 As soon as possible after the last hearing date, or the date on which the sole arbitrator received the parties' last authorised written submissions, the sole arbitrator 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 the sole arbitrator expects to issue the final award.
- 40.2 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 sole arbitrator. If the sole arbitrator has set a prior cut-off date pursuant to Article 34, the prior cut-off date shall apply.

CHAPTER V

AWARDS AND DECISIONS

41. FORM AND EFFECT OF AN AWARD

- 41.1 An award shall be made in writing. It shall not contain reasons, unless a party has requested a reasoned award within the time limit set by the sole arbitrator.
- 41.2 An award shall be signed by the sole arbitrator, and it shall specify the seat of arbitration and the date on which the award was made.
- 41.3 The sole arbitrator 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 three months from the date on which the sole arbitrator received the case file from the Institute. The Institute may extend this time limit upon a reasoned request of the sole arbitrator or, if deemed necessary, on its own motion.

43. SEPARATE AWARDS

The sole arbitrator 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 sole arbitrator 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 sole arbitrator 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 sole arbitrator 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 sole arbitrator may record the settlement in the form of a consent award if so requested by all parties. The provisions of Articles 41 and 42 shall apply to any consent award.

44.3 The sole arbitrator 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 sole arbitrator:

- (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 the sole arbitrator to sign the award; or

- (c) provide an interpretation of a specific point or part of the award.
- 45.2 The sole arbitrator shall give the other parties an opportunity to submit comments on the request within the time limit set by the sole arbitrator.
- 45.3 If the sole arbitrator considers the request justified, the sole arbitrator 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 sole arbitrator or, if deemed necessary, on its own motion.
- 45.4 The sole arbitrator 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 Article 41 shall apply to any correction or interpretation of an award.
- 45.6 The provisions on correction and interpretation of an award shall also apply to an order for the termination of the proceedings.

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 sole arbitrator make an additional award as to claims presented in the arbitration but not determined in the award. The sole arbitrator shall give the other parties an opportunity to submit comments on the request within the time limit set by the sole arbitrator.
- 46.2 If the sole arbitrator considers the request justified, the sole arbitrator shall make the additional award within 30 days from the date of receipt of the request. The Institute may extend this time limit upon a reasoned request of the sole arbitrator or, if deemed necessary, on its own motion.
- 46.3 The provisions of Article 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 fee of the sole arbitrator;
- (b) the travel and other expenses incurred by the sole arbitrator;
- (c) the costs of expert advice and of other assistance required by the sole arbitrator;
- (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 sole arbitrator 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 sole arbitrator shall request that the Institute determine the costs referred to in Article 47.2(a)–(d) in accordance with Appendix II. The sole arbitrator 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 fee and expenses payable to the sole 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 sole arbitrator 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 sole arbitrator may order the payment of any amount that a party may have to compensate to another party as a result of the sole arbitrator's decision on the allocation of costs. If the sole arbitrator determines that a party has failed to comply with its duties under Articles 25.3 and 25.4, the sole arbitrator 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.

- 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 The parties shall pay an advance on costs fixed by the Institute. The Institute shall transmit the case file to the sole arbitrator once the advance on costs has been paid.
- 48.2 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.
- 48.3 The Institute shall cover the costs of the arbitration referred to in Article 47.2(a)–(d) from the advance on costs after the rendering of the final award, consent award or order for the termination of the arbitration. Any amount paid by the parties as an advance on costs that exceeds the costs of the arbitration determined by the Institute shall be reimbursed to the parties.
- 48.4 The Institute may draw on the advance on costs to cover the costs of the arbitration referred to in Article 47.2(b)–(c) during the arbitration upon a reasoned request of the sole arbitrator.

CHAPTER VII OTHER PROVISIONS

49. CONFIDENTIALITY

- 49.1 Unless otherwise agreed by the parties, the Institute and the sole arbitrator shall maintain the confidentiality of the arbitration and the award. This obligation also applies to any expert or secretary appointed by the sole arbitrator, 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 sole arbitrator, correspondence from the sole arbitrator to the parties, any recordings or transcripts made of the arbitration, 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 In addition to the provisions of Article 49.2 above, upon the request of any party, the sole arbitrator may issue orders concerning the confidentiality of the arbitration proceedings or any other matters in connection with the

arbitration.

- 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 sole arbitrator 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 sole arbitrator, 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 January 2024 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 1 June 2013:
- (a) Articles 11, 12, 14.4 and 37.5, 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 "Arbitration 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 Arbitration 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.

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 once. In exceptional circumstances,

upon the request of the Finland Chamber of Commerce, a member of the Board may be appointed for a third term. 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.

- 2.3 The Board renders decisions as provided for under the Expedited 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 The Board may make decisions electronically and via remote connection.
- 2.5 The Board shall not appoint any of the Members as sole arbitrator in proceedings conducted under the Expedited Rules. The Members may, however, be proposed for such duties by the parties, subject to confirmation by the Institute. In special circumstances, a member of the Board may be appointed as Emergency Arbitrator pursuant to Article 37.5 and Appendix III of the Expedited Rules.
- 2.6 The Members involved in any capacity whatsoever in proceedings conducted under the Expedited 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 Expedited 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 Expedited Rules.
- 3.4 All communications from the Board or any of its committees to the parties or the arbitrator concerning the administration of arbitration proceedings under the Expedited 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 Expedited Rules, the Secretariat shall retain in its archives all awards and orders for the termination of the arbitration made by the sole arbitrator, 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.

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 of EUR 3,000 must be paid upon filing a Request for Arbitration pursuant to Article 6 of the Expedited Rules, any counterclaim or set-off claim pursuant to Article 8 of the Expedited Rules, any Request for Joinder pursuant to Article 11 of the Expedited Rules, and any claim made pursuant to Article 15.2(d) of the Expedited Rules.
- 1.2 The Filing Fee is non-refundable and constitutes a part of the Administrative Fee referred to in Article 3 below. The Filing Fee shall be credited to the respective party's share of the advance on costs referred to in Article 2 below. If the Board dismisses a Request for Joinder made under Article 11 of the Expedited Rules, the Filing Fee paid upon filing the Request for Joinder shall not be credited as a part of the Administrative Fee nor shall it be taken into account in the advance on costs.
- 1.3 The payment of the Filing Fee shall be made by transfer to the bank account of the Finland Chamber of Commerce.

2. ADVANCE ON COSTS FIXED BY THE INSTITUTE

- 2.1 The advance on costs fixed by the Institute is intended to cover the fees and expenses referred to in Article 47.2(a)–(d).
- 2.2 In fixing the advance on costs, the Institute shall take into consideration Tables A and B below. The amount in dispute referred to in the Tables shall be determined in accordance with the following:
 - (a) The amount in dispute is calculated as the

aggregate value of all claims. If secondary or alternative claims have been made in respect to a certain claim, the value of the highest monetary claim shall be taken into account in determining the amount in dispute.

- (b) 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.
 - (c) 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.
 - (d) Where the amount in dispute cannot be ascertained, the Institute shall determine the amount in dispute taking into account all relevant circumstances. The Institute may also determine the amount in dispute in other exceptional circumstances.
- 2.3 Subject to Articles 2.4 and 2.5 below, each party shall pay half of the advance on costs within the time limit set by the Institute.
- 2.4 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.
- 2.5 Where claims are made under Articles 11 and 12 of the Expedited 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, any such advance shall be replaced by the advance(s) fixed pursuant to this Article 2.5, 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 2.5.

- 2.6 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 sole arbitrator, the evolving complexity of the arbitration, or other relevant circumstances. The sole arbitrator shall promptly inform the Institute of any changes that may affect the amount of the advance on costs.
- 2.7 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 sole arbitrator may, at the request of that party, issue a separate award for reimbursement of the payment in accordance with Article 43(a) of the Expedited 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 sole arbitrator, the Institute may direct the sole arbitrator 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.
- 2.8 Subject to Articles 2.9 and 2.10 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.
- 2.9 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.
- 2.10 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.
- 2.11 The Institute shall establish the terms of the

bank guarantees referred to in Articles 2.9 and 2.10.

- 2.12 The amounts paid as advances on costs do not yield interest for the parties or the sole arbitrator.

3. ADMINISTRATIVE FEE AND EXPENSES OF THE INSTITUTE

- 3.1 The Institute shall determine the Administrative Fee referred to in Article 47.2(d) of the Expedited Rules in accordance with Table A below. The amount in dispute referred to in Table A shall be determined in accordance with Article 2.2 of this Appendix.
- 3.2 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.
- 3.3 The payment of the Administrative Fee shall be made by transfer to the bank account of the Finland Chamber of Commerce.

4. FEE AND EXPENSES OF THE SOLE ARBITRATOR

- 4.1 The sole arbitrator's fee shall be determined exclusively by the Institute. Separate fee arrangements between the parties and the sole arbitrator are contrary to the Expedited Rules.
- 4.2 The Institute shall determine the fee of a sole arbitrator in accordance with Table B below. The amount in dispute referred to in Table B shall be determined in accordance with Article 2.2 of this Appendix. In exceptional circumstances, the Institute may deviate from the fee amounts stated in Table B.
- 4.3 When fixing the sole arbitrator's fee, in addition to the monetary value of the dispute, the Institute shall consider the complexity of the dispute, whether a hearing has been arranged or not, whether the award is reasoned or not, the time spent on the case, and the diligence and efficiency of the arbitrator.

- 4.4 Pursuant to Article 47.2(b)–(c) of the Expedited Rules, the sole arbitrator shall receive reimbursement for its 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.

5. OTHER PROVISIONS

- 5.1 If an arbitration is terminated before the rendering of a final award, the Institute shall determine the fee and expenses of the sole arbitrator 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 sole arbitrator and the Institute, and other relevant circumstances.
- 5.2 Where an arbitrator is replaced pursuant to Article 23 of the Expedited 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.
- 5.3 In case of a request for the correction or interpretation of an award under Article 45 of the Expedited 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 fee and expenses of the sole arbitrator and any additional administrative expenses of the Institute.
- 5.4 The provisions of Article 5.3 above also apply if a competent judicial authority seized with an action to set aside an arbitral award has remitted the award to a sole arbitrator to eliminate the ground for setting it aside.
- 5.5 The Institute may set a fee payable for the appointment of an arbitrator or arbitrators to arbitrations not subject to the Expedited

Rules or the Arbitration Rules. The fee is non-refundable.

- 5.6 A party making or receiving any payments concerning the costs of the arbitration shall be liable for all bank charges and other fees incurred in connection with these payments.
- 5.7 The Institute may issue guidelines to supplement the provisions of this Appendix with regard to the payment of the arbitrator's fee and expenses as well as the Administrative Fee and expenses of the Institute.
- 5.8 This Appendix shall not apply to the appointment of an Emergency Arbitrator pursuant to Article 37.5 and Appendix III of the Expedited Rules.

ADMINISTRATIVE FEE

Amount in dispute (EUR)	Administrative Fee (EUR)
0 – 200,000	3,000 + 1.74% of amount over 25,000 with a maximum Administrative Fee of 6,000
200,001 – 500,000	6,000 + 2.17% of amount over 200,000 with a maximum Administrative Fee of 12,500
500,001 – 1,000,000	12,500 + 1.30% of amount over 500,000 with a maximum Administrative Fee of 19,000
1,000,001 – 2,000,000	19,000 + 0.50% of amount over 1,000,000 with a maximum Administrative Fee of 24,000
2,000,001 – 5,000,000	24,000 + 0.20% of amount over 2,000,000 with a maximum Administrative Fee of 30,000
5,000,001 – 10,000,000	30,000 + 0.16% of amount over 5,000,000 with a maximum Administrative Fee of 38,000
10,000,001 – 30,000,000	38,000 + 0.04% of amount over 10,000,000 with a maximum Administrative Fee of 45,000
30,000,001 – 50,000,000	45,000 + 0.04% of amount over 30,000,000 with a maximum Administrative Fee of 52,000
50,000,001 – 75,000,000	52,000 + 0.03% of amount over 50,000,000 with a maximum Administrative Fee of 58,000
75,000,001 – 100,000,000	58,000 + 0.02% of amount over 75,000,000 with a maximum Administrative Fee of 63,000
Over 100,000,000	63,000 + 0.01% of amount over 100,000,000 with a maximum Administrative Fee of 70,000

The Administrative Fee is not subject to VAT.

ARBITRATOR'S FEE

Fee of the sole or presiding arbitrator (EUR)		
Amount in dispute (EUR)	Minimum	Maximum
0 – 200,000	6,000	25,000
200,001 – 500,000	10,000 + 2.00% of amount over 200,000	25,000 + 5.00% of amount over 200,000
500,001 – 1,000,000	16,000 + 1.80% of amount over 500,000	40,000 + 3.00% of amount over 500,000
1,000,001 – 2,000,000	25,000 + 0.50% of amount over 1,000,000	55,000 + 2.90% of amount over 1,000,000
2,000,001 – 5,000,000	30,000 + 0.33% of amount over 2,000,000	84,000 + 1.60% of amount over 2,000,000
5,000,001 – 10,000,000	40,000 + 0.30% of amount over 5,000,000	132,000 + 0.60% of amount over 5,000,000
10,000,001 – 30,000,000	55,000 + 0.05% of amount over 10,000,000	162,000 + 0.22% of amount over 10,000,000
30,000,001 – 50,000,000	65,000 + 0.05% of amount over 30,000,000	205,000 + 0.23% of amount over 30,000,000
50,000,001 – 75,000,000	75,000 + 0.06% of amount over 50,000,000	250,000 + 0.16% of amount over 50,000,000
75,000,001 – 100,000,000	90,000 + 0.04% of amount over 75,000,000	290,000 + 0.04% 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 VAT to be added to the fee of an arbitrator.

APPENDIX III

EMERGENCY ARBITRATOR RULES

1. GENERAL PROVISIONS

- 1.1 As provided in Article 37.5 of the Expedited Rules, a party in need of urgent interim measures of protection that cannot await the appointment of a sole arbitrator (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 sole arbitrator under Article 37.1 of the Expedited Rules. However, the Emergency Arbitrator may exercise such power only if it 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 appointment of the sole arbitrator. 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 37.5 of the Expedited 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 hard copy or by electronic means in a manner that provides a record of the transmission. The Institute

may, if deemed necessary, separately request that the Applicant provide a hard copy of an electronically transmitted document or other communication or that the Applicant provide additional copies of any hard copy.

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 appointment of a sole arbitrator;
- (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 sole arbitrator pursuant to Article 24 of the Expedited 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 Expedited Rules exists, the Institute shall dismiss the Application.
- 3.2 If the Institute determines that it should accept the Application, it shall transmit the Application and the attached documents to the respondent once the Applicant has paid the Application Deposit referred to in Article 4 below and provided any copies that may have been requested in accordance with Article 2.1.
- 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 it 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 its 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 sole arbitrator.
- 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 their 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 Expedited 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 The sole arbitrator 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 sole arbitrator within 90 days from the date of the Emergency Arbitrator Decision;
 - (d) if the Emergency Arbitrator or the sole arbitrator so decides;
 - (e) upon the sole arbitrator rendering a final award, unless the sole arbitrator 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 sole arbitrator.

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, any recordings or transcripts made of the Emergency Arbitrator proceedings 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 Expedited 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 sole arbitrator 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 Rules for Expedited Arbitration 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 Rules for Expedited Arbitration of the Finland Chamber of Commerce.

Note: Parties may wish to consider adding:

(a) The seat of arbitration shall be [town and country].

(b) 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 Rules for Expedited Arbitration of the Finland Chamber of Commerce. The Emergency Arbitrator provisions shall not apply.

Note: Parties may wish to consider adding:

(a) The seat of arbitration shall be [town and country].

(b) The language of the arbitration shall be [language].

Combined 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 Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration

Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances.

Note: Parties may wish to consider adding:

(a) The seat of arbitration shall be [town and country].

(b) The language of the arbitration shall be [language].

Adopted by the Finland Chamber of Commerce
on 8 December 2023.



**THE FINLAND
ARBITRATION
INSTITUTE**

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