THE FINLAND ARBITRATION INSTITUTE

# ARBITRATOR'S GUIDELINES

## For Proceedings Conducted Under the Rules for Expedited Arbitration of the Finland Chamber of Commerce

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## 1. General provisions

1.1. These guidelines (the "Guidelines") are intended to provide the arbitrator with practical information and guidance concerning the conduct of proceedings and the payment of the arbitrator's fees and expenses in arbitrations governed by the Rules for Expedited Arbitration of the Finland Chamber of Commerce (the "Rules") effective as of 1 June 2013. The Guidelines supplement the provisions set out in the Rules and in a separate Note on the Use of a Secretary in proceedings conducted under the Rules.

1.2 The Guidelines are not intended and shall not be treated as additional rules of procedure. Failure by an arbitrator to comply with the Guidelines shall not be construed as a ground for the setting aside of any award.

## 2. Conflicts of interest and the prospective arbitrator's duty of disclosure

2.1 The Rules require that an arbitrator shall be and remain impartial and independent of the parties (Art. 19.1). Before confirmation or appointment, a prospective arbitrator shall sign and submit to the Arbitration Institute of the Finland Chamber of Commerce (the "Institute") a statement of acceptance, availability, impartiality and independence (the "Statement"). The prospective arbitrator shall disclose in the Statement any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence (Art. 19.2).

2.2 Article 21.1 sets out an objective test for disqualification of an arbitrator: an arbitrator may be challenged if circumstances exist that, from the point of view of a reasonable and informed third party, give rise to justifiable doubts as to the arbitrator's impartiality or independence. The prospective arbitrator has a duty to disclose such circumstances subject to sanction. However, regardless of the objective test for disqualification of an arbitrator, the Institute recognises that the parties have an interest in being fully informed about any circumstances that may be relevant in their view in assessing the impartiality and independence of a prospective arbitrator. Consequently, apart from circumstances that could actually result in the disqualification of an arbitrator, a prospective arbitrator should disclose also any circumstances that may, in the eyes of the parties, give rise to subjective doubts as to the arbitrator's impartiality or independence. The parties will then have an opportunity to comment on the prospective arbitrator's Statement and the prospective arbitrator will have an opportunity to decide, based on the parties' comments, whether to finally accept to act as arbitrator or not. Any doubt as to whether a prospective arbitrator should disclose certain circumstances should be resolved in favour of disclosure.

2.3 In determining whether to disclose a given circumstance a prospective arbitrator may draw guidance from the IBA Guidelines on Conflicts of Interest in International Arbitration (2014) (the "IBA Guidelines"). They contain a non-exhaustive enumeration of specific situations (a) where a prospective arbitrator typically should disclose certain circumstances that may, depending on the facts of an individual case, give rise to justifiable doubts as to the arbitrator's impartiality or independence in the eyes of the parties (the "Orange List"); (b) where a prospective arbitrator has no duty to disclose certain circumstances that are of such nature that no appearance of, and no actual, conflict of interest can be deemed to exist (the "Green List"); (c) where a person cannot serve as arbitrator even with the consent of all parties due to a severe conflict of interest (the "non-waivable Red List'); or (d) where a person can serve as arbitrator only if and when all parties, being aware of the conflict of interest situation, nevertheless expressly state their willingness to have such a person act as arbitrator (the "waivable Red List").

2.4 To access the IBA Guidelines, please refer to http://www.ibanet.org/.

## 3. Arbitrator's duty to conduct the arbitration efficiently

3.1 The arbitrator shall ensure that the parties are treated with equality and that each party is given a reasonable opportunity to present its case (Art. 24.2). At the same time the arbitrator is required to conduct the proceedings efficiently in order to avoid unnecessary costs and delays (Art. 24.3). The arbitrator should be prepared to exercise active case management to ensure the swift and cost-efficient resolution of the dispute.

3.2 At an early stage of the arbitration, the arbitrator shall arrange a preparatory conference with the parties with a view of agreeing on the sequence and schedule of the proceedings as well as on a fair and cost-efficient process for the taking of evidence (Art. 28.1). This may include, among others, agreeing on the following: (a) the number, sequence and schedule of the parties' written submissions; (b) time limits and other procedures for the submission of documentary evidence; (c) procedures for the parties' document production requests (if any); (d) target or definitive dates for a hearing (if any), and procedures to be followed at the hearing, including in the examination of witnesses; (e) procedures for the submission of written witness statements or expert reports (if any); and (f) whether the award shall contain reasons or not. – If the parties fail to reach agreement on the sequence and schedule of the proceedings, the arbitrator shall decide on these and conduct the arbitration in such manner as he or she considers appropriate, after consulting with the parties (Art. 24.1).

3.3 A preparatory conference may be conducted through a meeting in person, by video conference, telephone or similar means of communication. The arbitrator shall determine the means by which the conference will be conducted after consulting with the parties (Art. 28.3). In view of the purpose of a preparatory conference, it is normally sufficient that the parties are represented only by their counsel. The arbitrator may, however, request the attendance of the parties in person or through an internal representative, if the arbitrator considers it appropriate in promoting the swift and cost-efficient conduct of the arbitration, or for other reason.

3.4 The arbitrator may decide not to arrange a preparatory conference only if he or she in exceptional circumstances determines that a preparatory conference is unnecessary (Art. 28.1). In practice, this may be appropriate mainly in cases of low value and complexity where the costs of arranging a preparatory conference would be disproportionate to the monetary interest at stake and the nature of the dispute.

3.5 During or following the preparatory conference, the arbitrator shall establish a procedural timetable for the conduct of the arbitration and communicate it to each of the parties and the Institute without delay. When establishing the procedural timetable, the 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 (Art. 29).

3.6 The arbitrator shall outline the sequence and schedule of the arbitration in the procedural timetable as comprehensively as possible, and appropriate, at such an early stage of the proceedings. The arbitrator should organise the proceedings so that the final award can be rendered within the three-month time limit as required by the Rules (Art. 40). If the arbitrator needs to modify the procedural timetable in the course of the proceedings due to the changes in the circumstances, the arbitrator shall communicate a modified version of the procedural timetable to

the parties and the Institute without delay. The arbitrator is invited to send the Institute's copy of the procedural timetable and any modifications thereto by email to info@arbitration.fi.

3.7 Despite the arbitrator's active case management, it sometimes happens that the parties repeatedly amend their claims or grounds thereof, or continuously present new evidence, and thereby complicate the efficient conduct of the proceedings, add unnecessary costs and jeopardise the fulfillment of the procedural timetable. To promote the swift and efficient resolution of the dispute, the arbitrator may set a cut-off date prior to the commencement of any hearing referred to in Article 33 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 arbitrator in exceptional circumstances decides otherwise (Art. 32.3). The arbitrator shall consult with the parties prior to setting such a cut-off date.

3.8 The arbitrator shall inform the parties and the Institute of the date by which he or she expects to issue the final award. The advance notice shall be given as soon as possible after the last hearing date, or the date on which the arbitrator received the parties' last authorised written submissions. At the same time, the arbitrator shall declare the proceedings closed with respect to the matters to be decided in the award. 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 arbitrator (Art. 38).

3.9 The arbitrator shall render the final award no later than three months from the date on which he or she received the case file from the Institute. The arbitrator may, however, ask for an extension of the time limit by submitting a reasoned request to the Institute well in advance of the expiry of the original time limit. If necessary, the Institute may extend the time limit on its own motion (Art. 40).

3.10 If the Institute determines that the arbitrator has failed to comply with his/her duty to conduct the arbitration efficiently, and thereby caused unnecessary delay of the proceedings, the Institute may take this into account as a factor that reduces the arbitrator's fee (Appendix II, Art. 5.4).

## 4. Arbitrator's duty to inform the Institute of an increase in the amount in dispute

4.1 The arbitrator shall promptly inform the Institute of any increase in the amount in dispute that may affect the amount of the Filing Fee payable under Article 1.1 of Appendix II (Appendix II, Art. 1.7). The Institute may then direct the parties to pay a supplementary Filing Fee within the time limit set by it. If a party fails to comply, the Institute may direct the arbitrator to treat the increase in the claim, counterclaim or set-off claim as having been withdrawn (Art. 7.3, 9.4 and 10.9 of the Rules).

> Example: the arbitrator has a duty to inform the Institute under Article 1.7 of Appendix II, if the claimant raises the amount of its claim from 1,000,000 euros to 2,500,000 euros in the course of the proceedings. As the amount of the increased claim exceeds the threshold of 2,000,000 euros set forth in Article 1.1(b), the amount of the Filing Fee to be paid by the claimant rises from 2,500 euros to 5,000 euros.

> Similarly, the arbitrator has to inform the Institute in accordance with Article 1.7, if the respondent raises the amount of its counterclaim or set-off claim from 6,000,000 euros to 12,000,000 euros. As the amount of the increased counterclaim or set-off claim exceeds the threshold of 10,000,000 euros set forth in Article 1.1(c), the amount of the Filing Fee to be paid by the respondent rises from 5,000 euros to 8,000 euros.

4.2 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 in the calculation of the amount in dispute (Appendix II, Art. 1.3).

4.3 Only claims referred to in Article 1.1 of Appendix II are subject to the payment of the Filing Fee. Accordingly, the Filing Fee is payable for claims made in the claimant's Request for Arbitration, respondent's counterclaims or set-off claims (Art. 8 of the Rules), claims made in the applicant's Request for Joinder (Art. 10 of the Rules), and any increases in such claims in the course of the proceedings. 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 arbitrator and, with the consent of the arbitrator, even thereafter (Art. 11.5). Although the Institute does not charge Filing Fee for such claims, they will be taken into account too when calculating the aggregate value of all claims that constitutes the final amount in dispute based on which the Institute determines the Administrative Fee and the arbitrator's fee (Appendix II, Art. 4.2 and 5.3). As a rule, also when calculating the final amount in dispute, only the principal amount of claims shall be taken into account, excluding interest claims (Appendix II, Art. 1.3).

> Examples of claims under Article 11 in multi-party arbitrations include (a) claims made by one or more respondents against one or more other respondents; (b) claims made by one or more claimants against one or more other claimants; (c) claims made by an additional party joined pursuant to Article 10 against one or more existing respondents or claimants; or (d) claims against an additional party joined pursuant to Article 10 made by the parties that did not submit the Request for Joinder.

## 5. Advance on costs

5.1 In an international arbitration, the Institute shall fix an advance on costs which the parties must pay before the case file is transmitted to the arbitrator. The amount of the advance on costs shall correspond to the expected costs of the arbitration pursuant to Article 45.2(a)–(d) of the Rules. The Institute may, in its discretion, fix an advance on costs also in a domestic arbitration (Art. 46). The parties may propose to the Institute that it should fix an advance on costs, but the Institute is not bound by the parties' views.

5.2 In fixing the amount of the advance on costs, the Institute will take into consideration whether value added tax ("VAT") may be payable on the arbitrator's fee. If the question is to be answered in the affirmative, the Institute may increase the amount of the advance on costs correspondingly. When accepting the appointment, an arbitrator shall inform the Institute of whether the arbitrator's fee will be charged to his or her firm or employer, whether the fee is subject to VAT, and what the applicable VAT percentage is.

5.3 When the Institute has fixed an advance on costs, the parties must pay it in full before the Institute transmits the case file to the arbitrator (Art. 23). If a party fails to pay its share of the advance on costs, the Institute will 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 arbitrator may, at the request of that party, issue a separate award for reimbursement of the payment in accordance with Article 41(a) of the Rules (Appendix II, Art. 2.6).

5.4 As a rule, the Institute will cover the costs of the arbitration as determined by it from the advance on costs only after the rendering of the final award, consent award or order for the termination of the arbitration (Art. 46.4 of the Rules). Upon a reasoned request of the arbitrator the Institute may, however, draw on the advance on costs to cover the arbitrator's expenses referred to in Article 45.2(b)–(c) at any stage during the proceedings (Art. 46.3). Advance payments of the arbitrator's fees are not made, unless exceptional circumstances apply.

> The arbitrator's expenses must be significant in order to be reimbursed from the advance on costs during the course of the proceedings. Such expenses may include, *inter alia*, the fees and expenses paid to a tribunal-appointed expert; rental of hearing rooms and equipment; costs of an interpreter, court reporter and translation services; or travel and accommodation costs incurred by the arbitrator.

5.5 The Institute may adjust the advance on costs, and order any party to pay further advances on costs, at any time during the proceedings to take into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the arbitrator, the evolving complexity of the arbitration, or other relevant circumstances (Appendix II, Art. 2.5). The arbitrator shall inform the Institute of any circumstances that may, in his or her view, result in the adjustment of the advance on costs by the Institute.

> The Institute may increase the advance on costs, for example, in the following situations: (a) the amount in dispute increases significantly because one of the parties raises a new claim or increases the amount of its previous claims; (b) the arbitrator incurs significant additional expenses after having decided to appoint an expert in accordance with Article 34.1 of the Rules; or (c) the nature or circumstances of the case change materially so that the resolution of the dispute will require considerably more time and work of the arbitrator than the Institute anticipated at the time the advance on costs was initially fixed.

5.6 If a party fails to pay the increase in the advance on costs, the Institute may direct the 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 (Appendix II, Art. 2.6).

5.7 Where the Institute has not fixed an advance on costs, the arbitrator may request an advance on costs from the parties to secure the payment of the arbitrator's fee and expenses referred to in Article 45.2(a)–(c) (Art. 46.5 and Appendix II, Art. 3). The arbitrator should agree with the parties on the practicalities relating to the advance on costs, such as whether the parties are invited to open a separate bank account to be administered by the arbitrator to which the advances on costs will be deposited, or whether the advances may be deposited to a non-interest bearing client fund account of the arbitrator's law firm.

5.8 Where the arbitrator has fixed an advance on costs, he or she may draw on the advance on costs to cover the expenses or fee of the arbitrator only after the rendering of the final award, consent award or order for the termination of the arbitration, unless all parties and the Institute have expressly consented to the covering of the arbitrator's expenses or fee from the advance on costs already during the course of the proceedings (Appendix II, Art. 3.6). In practice, the Institute will not give permission to the arbitrator to cover his or her fee from the advance on costs in the course of the proceedings, unless exceptional circumstances apply.

## 6. Arbitrator's fee

6.1 Before rendering the final award, consent award or order for the termination of the arbitration, the arbitrator shall request that the Institute determine the costs of the arbitration referred to in Article 45.2(a)–(d) in accordance with Appendix II (Art. 45.3). Simultaneously, the arbitrator shall inform the Institute of the final amount in dispute as provided in Articles 4.2 and 5.3 of Appendix II.

6.2 The Institute will determine the Administrative Fee and the arbitrator's fee in accordance with Tables A and B of Appendix II. When fixing the 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 (Appendix II, Article 5.4).

6.3 As a rule, the arbitrator's fee is determined at the median value applicable for the amount in dispute in accordance with Table B, unless there are special reasons to depart from the average fee.

6.4 If the arbitrator considers that his or her fee should be increased from the median value, the arbitrator may make a reasoned proposal to that effect to the Institute in writing concurrently with the arbitrator's request to determine the costs of the arbitration in accordance with Article 45 of the Rules. The Institute may decide to increase the arbitrator's fee, *inter alia*, in cases involving a large number of parties, claims and/or procedural objections; an extensive amount of documentary or oral evidence; exceptionally complex legal issues; or the need to use a number of different languages in the proceedings. The arbitrator may, amongst other things, provide the Institute with information such as the time he or she has spent on the case and the amount of the parties' legal costs without VAT.

6.5 According to the Rules, the Institute may deviate from the fee amounts stated in Table B only in exceptional circumstances (Appendix II, Art. 5.2). Such circumstances may be deemed to exist, *inter alia*, if an arbitration that has formally been commenced as expedited arbitration has transformed, for reasons not attributable to the arbitrator, into an arbitration that no longer *de facto* resembles expedited arbitration in terms of the nature, length or complexity of the proceedings, but an arbitration that would normally be conducted under the Arbitration Rules of the Finland Chamber of Commerce. In such cases, the Institute may draw guidance from Table B of Appendix II of the Arbitration Rules of the Finland Chamber of Commerce when fixing the arbitrator's fee.

6.6 Tables A and B set out in Appendix II of the Rules cannot be applied as such, if an arbitration is terminated before the rendering of the final award, for example because the claimant withdraws its claims, the parties settle their dispute amicably, or the arbitrator issues an order for the termination of the proceedings because of the lack of a valid or applicable arbitration agreement. In such event, the Institute will determine the arbitrator's fee and

the Administrative Fee at its discretion, taking into account the stage of the proceedings at which the arbitration was terminated, the amount of work done by the arbitrator and the Institute, and other relevant circumstances (Appendix II, Art. 6.1).

6.7 Where an arbitrator is replaced pursuant to Article 22 of the Rules, the Institute shall determine the fee and expenses due to the replaced arbitrator, taking into account the amount of work done, the reason for the replacement, and other relevant circumstances (Appendix II, Art. 6.2). When fixing the arbitrator's fee, the Institute generally deducts the fee of the previous arbitrator (if any) from the fee of the replacement arbitrator.

## 7. Arbitrator's expenses

7.1 Pursuant to Article 45.2(b)–(c) of the Rules, the arbitrator shall receive reimbursement for his or her 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 (Appendix II, Art. 5.5).

7.2 Generally, the following expenses incurred by an arbitrator will be considered acceptable and will be fixed as costs of the arbitration that shall be reimbursed by the parties:

- Actually incurred costs of accommodation and meals up to EUR 500 per day. Any costs exceeding said amount may be reimbursed only in exceptional circumstances.
- Air travel: the applicable standard business class airfare.
- Rail travel: the applicable first class train fare.
- Travel by private car: a flat rate of EUR 0.45 per driven kilometer, plus all necessary parking and toll charges.
- Necessary taxi fares.
- Rental of hearing rooms and related equipment (including, for example, video conferencing costs).
- Costs of an interpreter, court reporter and translation services.
- Costs of courier services.
- Photocopying costs in cases requiring extensive copying or the use of external photocopying services.
- Fees and expenses of any expert appointed by the arbitrator.

7.3 Other costs shall be carried by the arbitrator. Consequently, the Institute will not accept to reimburse the arbitrator's general office expenses and overheads such as telephone, fax, postage and clerical assistance incurred in the ordinary course of business by an arbitrator.

7.4 The Institute will reimburse expenses only upon receipt of a written request by the arbitrator which sets out, in a readily comprehensible form, a summary of all the expenses the arbitrator has incurred and for which he or she seeks reimbursement from the Institute (the "Cost Submission"). The Cost Submission must specify the type of expenses (for instance, travel costs, accommodation costs, costs related to the arrangement of a hearing, fees and expenses paid to a tribunal-appointed expert) the arbitrator has incurred and the amount thereof.

7.5 If the arbitrator requests reimbursement of his or her expenses from the advance on costs in the course of the proceedings, the arbitrator must submit the Cost Submission referred to in Article 7.4 above to the Institute simultaneously with the request. Otherwise, the Cost Submission must be submitted when the arbitrator requests the Institute to determine the costs of the arbitration in accordance with Article 45 of the Rules.

7.6 The Institute may set a time limit for the filing of the Cost Submission. If the arbitrator fails to file the Cost Submission with the Institute within the set time limit, the Institute may dismiss the arbitrator's request for reimbursement of expenses. In that case, the expenses will be carried by the arbitrator.

7.7 The Institute may, in its discretion, require the arbitrator to specify his or her request for reimbursement of expenses, and require that the arbitrator provides the Institute with receipts or other documents that support the request for reimbursement of expenses. An arbitrator is personally liable towards the parties for the accuracy of the information given to the Institute in connection with his or her request for reimbursement of expenses. The Institute shall not be liable to any party for any false or misleading information given to it by any arbitrator.

## 8. Payments to a secretary appointed by an arbitrator

8.1 The Institute has issued a separate Note on the Use of a Secretary in proceedings conducted under the Rules (the "Secretary Note"). Articles 8.2 to 8.6 below supplement the provisions set out in the Secretary Note with respect to the payment of the secretary's fee and expenses.

8.2 When appointing a secretary, the arbitrator should agree with him or her on whether the arbitrator shall pay the secretary's fee and expenses (if any) in the course of the proceedings or only after the rendering of the final award, consent award or order for the termination of the proceedings.

8.3 Any fee payable to a secretary shall be paid by the arbitrator out of his or her own fee as determined by the Institute (Secretary Note, Art. 4.2). Where necessary, the arbitrator shall withhold tax and social security contributions on the secretary's fee in accordance with the applicable tax legislation.

8.4 When requesting the Institute to determine the costs of the arbitration in accordance with Article 45.3 of the Rules, the arbitrator shall inform the Institute of the following: (a) whether the arbitrator has appointed a secretary; (b) whether any fee will be paid to a secretary for his or her work; and (c) whether the secretary has incurred travel, accommodation or other costs in connection with the arbitration for which the arbitrator seeks reimbursement in accordance with Article 4.3 of the Secretary Note and Articles 45.2 and 45.3 of the Rules.

8.5 The Institute shall determine the reasonableness of the secretary's expenses referred to in Article 8.4(c) above and decide whether they shall be reimbursed by the parties. Where the Institute decides to accept the said expenses and fixes them as costs of the arbitration, the arbitrator may order the parties to reimburse them in an award.

8.6 Any fee or expenses payable to a secretary shall be stated in the final award, consent award or order for the termination of the arbitration. Where the seat of arbitration is in Finland, any payments due to a secretary shall be included as costs of the arbitrator in accordance with Section 46(1) of the Finnish Arbitration Act (967/1992) (Sec-

retary Note, Art. 4.4). This is to ensure that, if the parties fail to comply with their payment obligations in accordance with the award, the payments due to a secretary may be enforced in the same manner as an arbitral award, and that a party who is dissatisfied with the decision on the secretary's fee and expenses may appeal against that decision in the same manner as against a decision on the arbitrator's fee and costs pursuant to Section 47(2) of the Finnish Arbitration Act.

## 9. Tax issues

9.1 An arbitrator may charge his or her fee as trade income. The payor must withhold tax in accordance with the applicable tax legislation, unless the arbitrator is entered into the Prepayment Register at the date of payment.

9.2 If the arbitrator has his or her permanent residence in a country other than Finland, the fee (trade income) of an arbitrator is normally not subject to taxation in Finland, provided that the arbitrator provides the tax authorities with information on his or her date of birth, address in his/her country of residence and foreign Tax Identification Number which shall be submitted to tax authorities in an annual information return.

9.3 Alternatively, an arbitrator may charge the arbitrator's fee to his or her firm or employer. In that case, VAT may become payable on the arbitrator's fee, depending on whether the arbitrator's firm or employer is registered for VAT and whether the parties are liable to pay VAT. In matters of international nature, the arbitrator must obtain, where necessary, information from the parties on their VAT status and their obligation to pay VAT on the arbitrator's fee and expenses. To ensure the correct consideration of any possible VAT when determining the arbitrator's fee and expenses, the arbitrator must inform the Institute in his request for the determination of the costs of the arbitration about the final allocation of the costs of the arbitration as between the parties in the final award. Should the liability for costs of the arbitration be shared by more than one party, different VAT treatments may apply in parallel to the arbitrator's fee and expenses.

9.4 If the Institute has fixed an advance on costs, any fee payable to the arbitrator shall be paid from the advance on costs. Where necessary, the Institute shall withhold tax on the arbitrator's fee on the basis of the information received from the arbitrator. The Institute acts as money intermediary only when making payments from the advance on costs. The final responsibility for the payment of costs and taxes will remain with the parties.

## 10. Contents of an award

10.1 The parties, their names and organisation numbers (if any) shall be stated in an award accurately. Additionally, the Institute recommends that also the names of the parties' counsel and their contact details be specified in the award.

10.2 The 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 fees and expenses payable to the arbitrator and the Institute (Art. 45.3). Any fee or expenses payable to a secretary shall be stated as prescribed in the Secretary Note and Article 8 of these Guidelines above.

10.3 Unless otherwise agreed by the parties, the arbitrator shall order the unsuccessful party to bear the costs of the arbitration. However, the arbitrator may allocate any of the costs of the arbitration between the parties in such

manner as he or she considers appropriate having regard to the circumstances of the case (Art. 45.4). In determining the allocation of costs between the parties, the arbitrator may take into account, *inter alia*, whether any of the parties has failed to comply with its duty to contribute to the efficient conduct of the proceedings by causing unnecessary costs or delays (Art. 24.3).

10.4 An award or order for the termination of the proceedings must be signed by the arbitrator, and it shall specify the seat of arbitration and the date on which the award or order was made (Art. 39.2).

10.5 Where the seat of arbitration is in Finland, Section 47 of the Finnish Arbitration Act requires that the award or order for the termination of the proceedings must contain instructions on how to appeal against the decision on the fee and costs payable to an arbitrator. The Institute recommends the following formulation which is based on the wording of the Finnish Arbitration Act:

> ”A party shall have the right, within 60 days of the date on which it received a copy of the arbitral award, to appeal against the decision regarding the amount of compensation due to the arbitrator. The appeal shall be made by submitting a written application and a copy of the arbitral award to the court of first instance for the place where the award was made.”

10.6 The arbitrator shall communicate an original copy of the final award, consent award, any separate award issued in the course of the proceedings, or the order for the termination of the proceedings to each of the parties and the Institute without delay (Art. 39.3 and 42.3). The arbitrator is invited to send the Institute's copy of any award or order also by email to info@arbitration.fi.