



**Russian
Arbitration
Center**

at the Russian Institute
of Modern Arbitration

Approved
by the General Meeting of Founders

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dated 30 September 2019

RULES OF THE RUSSIAN ARBITRATION CENTER

**FOR THE PERFORMANCE OF SEPARATE FUNCTIONS FOR THE ADMINISTRATION OF
ARBITRATION CONDUCTED BY A TRIBUNAL CONSTITUTED BY THE PARTIES FOR
RESOLVING A SPECIFIC DISPUTE**

Russian Arbitration Center

at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration”

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www.centerarbitr.ru

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RECOMMENDED ARBITRATION CLAUSES

1. Recommended arbitration clause for resolution of disputes by means of *ad hoc* arbitration with the RIMA performing separate functions for the administration of arbitration, in accordance with *Ad Hoc* Arbitration Rules arbitration:

Any and all disputes, controversies or claims arising out of or in connection with this Contract or a breach, execution, amendment, termination or invalidity hereof, shall be resolved by arbitration conducted by a tribunal constituted by the parties to resolve a specific dispute (*ad hoc* arbitration), in accordance with the *Ad Hoc* Arbitration Rules of the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration”.

The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:

[name of the Party]: [e-mail address]

[name of the Party]: [e-mail address]

In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such a change and, if the arbitration has already commenced, also notify the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration”. Otherwise, the Party failing to give notice shall be responsible for any written submissions, notifications and other written documents being sent to it to a wrong e-mail address.

2. Recommended arbitration clause for resolution of disputes by means of *ad hoc* arbitration with the RIMA performing separate functions for the administration of arbitration, including those of the appointing authority, in accordance with the UNCITRAL Arbitration Rules:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules, with the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” performing separate functions for the administration of arbitration, including the function of appointing authority performed by.¹

Potential additions that may be incorporated into the text of the recommended arbitration clause:

1. The Arbitral Tribunal shall be composed of [●] arbitrators [it is possible to specify the number of arbitrators or the full names of specific arbitrators].
2. The seat of arbitration shall be [●] [it is possible to specify country and/or city].
3. The venue of the oral hearings shall be: [●].
4. This contract shall be governed by the substantive law of [●].
5. The following language shall be used in the arbitration: [●].
6. The Parties agree to the hourly rates set forth in Annex II to the *Ad Hoc* Arbitration Rules of the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” for the calculation of the arbitration fee.

¹ This wording is based on the model clause for contracts recommended in the 2010 UNCITRAL Arbitration Rules.

7. The Parties directly (specially) agree that no oral hearings shall be held as part of the arbitration.

PREAMBLE

The Arbitration Rules of the Russian Arbitration Center at the Russian Institute of Modern Arbitration (hereinafter, the “**RIMA**”) for the performance of separate functions for the administration of arbitration conducted by a tribunal constituted by the parties for resolving a specific dispute (hereinafter, the “**Ad Hoc Arbitration Rules**”) regulate arbitration of disputes between the Parties that have agreed to refer disputes to be resolved in one of the following procedures:

- an *ad hoc* arbitration with the RIMA performing separate functions for the administration of arbitration, including those of the appointing authority, in accordance with the 2010 UNCITRAL Arbitration Rules (unless the Parties have agreed to use a different edition);²
- an *ad hoc* arbitration with the RIMA performing separate functions for the administration of arbitration, in accordance with these *Ad Hoc* Arbitration Rules;
- an *ad hoc* arbitration in accordance with any other arbitration rules, including those envisaged in the agreement of the Parties, should the Parties request that the RIMA performs separate functions for the administration of arbitration.

The *Ad Hoc* Arbitration Rules should be applicable to both domestic and international arbitration.

The Parties may amend the provisions of the *Ad Hoc* Arbitration Rules and agree upon other terms and conditions of arbitration in cases referred to in the *Ad Hoc* Arbitration Rules or the applicable legislation.

The *Ad Hoc* Arbitration Rules are separate RIMA arbitration rules in addition to the RIMA Arbitration Rules.

The provisions of the Internal Rules of the RIMA (Annex II to the RIMA Arbitration Rules), as amended as of the commencement of the arbitration, shall apply, *mutatis mutandis*, to arbitrations conducted in accordance with the *Ad Hoc* Arbitration Rules.

Performance by the RIMA of separate functions for the administration of *ad hoc* arbitration does not imply recognition that such an arbitration is administered by the RIMA as a whole.

² If the Parties have agreed to apply a different edition of the UNCITRAL Arbitration Rules, references to the 2010 UNCITRAL Arbitration Rules shall be substituted for the similar articles of such other edition.

Article 1. RIMA

1. The RIMA is a permanent arbitration institution that administers arbitration in accordance with the effective legislation of the Russian Federation, the Arbitration Rules and other terms and conditions of arbitration agreed upon by the Parties.

2. The activities of the RIMA are governed by Federal Law No. 382-FZ dated 29 December 2015 “On Arbitration (Arbitration Proceedings) in the Russian Federation”, as well as Law No. 5338-1 dated 7 July 1993 “On International Commercial Arbitration”, insofar as they concern international commercial arbitration.

3. The RIMA is a subdivision of the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” (Primary State Registration Number: 1167700062804; Taxpayer’s Identification Number 7707371500) (hereinafter, the “**Institute**”).

4. The Institute was founded by:

1) the Russian Federal Chamber of Lawyers (Primary State Registration Number: 1037704010387, Taxpayer’s Identification Number: 7704255103);

2) LF Academy, LLC (Primary State Registration Number: 1147847281823, Taxpayer’s Identification Number: 7840511148);

3) Foundation for Legal Education and Research (Primary State Registration Number: 1137799023493, Taxpayer’s Identification Number: 7703480804);

4) International and Comparative Law Research Center (Primary State Registration Number: 1147799008961, Taxpayer’s Identification Number: 7707492159);

5) Center for Arbitration and Legal Expertise (Primary State Registration Number: 1107799013145, Taxpayer’s Identification Number: 7706414704).

5. The Arbitration Rules, the unified recommended list of arbitrators of the RIMA, the information on the management bodies and organizational structure of the RIMA, as well as any other information on the activities of the RIMA shall be published on the official website of the RIMA at www.centerarbitr.ru. The information on the founders and management bodies of the Institute shall be published on the official website of the Institute at www.modernarbitration.ru.

6. The following bodies shall be authorized to act on behalf of the RIMA: the Board of the RIMA (hereinafter, the “**Board**”) and the Administrative Office of the RIMA (hereinafter, the “**Administrative Office**”) headed by the Executive Administrator of the RIMA (hereinafter, the “**Executive Administrator**”).

Article 2. Terms and Definitions

For the purposes of these *Ad Hoc* Arbitration Rules, the following terms shall have the following meaning:

1) “*ad hoc* arbitration” shall mean arbitration by a tribunal constituted by the parties to resolve a specific dispute;

2) “UNCITRAL Arbitration Rules” shall mean the arbitration rules adopted by the UN Commission on International Trade Law (the 2010 version, unless the Parties have agreed to use a different edition);

3) “Administrative Fee” shall mean a sum of money payable by a Party for the RIMA’s performance of separate functions for the administration of *ad hoc* arbitration in case of an arbitration conducted pursuant to Paragraphs 1 to 3 of Article 3 of the *Ad Hoc* Arbitration Rules according to Article 3 of the Rules on Charges and Fees (Annex I to the *Ad Hoc* Arbitration Rules).

4) “Claimant” shall mean one or several individuals and/or legal entities initiating arbitration;

5) “Respondent” shall mean one or several individuals and/or legal entities against which an arbitration has been initiated;

6) “Registration Fee” shall mean a sum of money payable by a Party requesting that the RIMA performs separate functions for the administration of *ad hoc* arbitration pursuant to Article 3 of the Rules on Charges and Fees (Annex I to the *Ad Hoc* Arbitration Rules);

7) “Parties to Arbitration” (“Parties”) shall mean the Claimant and the Respondent;

8) “Arbitral Tribunal” shall mean a sole arbitrator or a panel of arbitrators, elected or appointed to resolve a specific dispute;

9) “Notification” shall mean a notification to the effect that the RIMA will perform separate functions for the administration of *ad hoc* arbitration in a specific dispute.

Article 3. Scope of the *Ad Hoc* Arbitration Rules

1. The *Ad Hoc* Arbitration Rules shall apply to disputes to be resolved, under the arbitration agreement, by way of *ad hoc* arbitration in accordance with the 2010 UNCITRAL Arbitration Rules (unless the Parties have agreed to apply a different edition) with the RIMA performing separate functions for the administration of such an *ad hoc* arbitration.

2. The *Ad Hoc* Arbitration Rules shall apply to the arbitration of disputes to be resolved, under the arbitration agreement, by way of *ad hoc* arbitration in accordance with these *Ad Hoc* Arbitration Rules. In that case, the RIMA shall perform the following separate functions for the administration of arbitration:

1) constitution of the Arbitral Tribunal, including consideration of challenges of arbitrators in accordance with Articles 10 and 11 of the *Ad Hoc* Arbitration Rules;

2) assistance in communications in the case;

3) performance of the functions of assistant to the Arbitral Tribunal by an employee of the RIMA’s Administrative Office (if requested by the Arbitral Tribunal);

4) collection of advance payments of arbitrators’ fees, as well as arbitration costs, for subsequent payment to the respective persons;

5) case files management and storage;

6) provision of access to the RIMA’s Online System.

In case of arbitration conducted in accordance with this Paragraph, the Parties and the Arbitral Tribunal may also request that the RIMA performs other additional functions for the administration of arbitration. A separate Administrative Fee shall be paid for the performance of each additional function in accordance with the Rules on Charges and Fees.

3. The *Ad Hoc* Arbitration Rules shall also apply to disputes to be resolved, under the arbitration agreement, by way of *ad hoc* arbitration in accordance with any other arbitration rules, including those envisaged in the agreement of the Parties, if the Parties request that the RIMA performs separate functions for the administration of arbitration for such a dispute in accordance with Paragraph 3 of Article 8 of the *Ad Hoc* Arbitration Rules.

4. An arbitration conducted in accordance with Paragraphs 1 and 2 of this Article shall be governed by the edition of the *Ad Hoc* Arbitration Rules in effect at the time of commencement of arbitration of the respective dispute.

5. An arbitration conducted in accordance with Paragraph 3 of this Article shall be governed by the edition of *Ad Hoc* Arbitration Rules in effect at the time when the Parties requested that the RIMA performed separate functions for the administration of *ad hoc* arbitration.

6. The Parties may agree to apply the edition of *Ad Hoc* Arbitration Rules in effect as at the date of the arbitration agreement (save for Annexes I to III).

Article 4. Exchanges of Written Documents

1. In case of an arbitration conducted in accordance with the UNCITRAL Arbitration Rules, the procedure for exchanging documents shall be subject to the provisions of Articles 2 and 6 of the UNCITRAL Arbitration Rules. Additionally, a copy of the notice of arbitration referred to in Article 3 of the UNCITRAL Arbitration Rules, as well as a copy of the response to the notice of arbitration, referred to in Article 4 of the UNCITRAL Arbitration Rules (if any), shall be sent to the RIMA's address as well. The Parties may also agree to send to the RIMA any other arbitration-related documents.

2. In case of an arbitration conducted in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the procedure for exchanging documents shall be subject to the provisions of Paragraphs 3 – 7 of this Article.

3. In the course of arbitration, the Parties and the Arbitral Tribunal may directly exchange written applications, written communications, other written submissions and materials (hereinafter, the “**Documents**”), provided that the copies of all such Documents are also submitted to the RIMA.

4. The Documents shall be sent or delivered personally, by courier, registered mail or any other method that allows to record the attempt to deliver the Documents, except when the documents are sent or submitted in accordance with the provisions of Paragraphs 6 and 8 of this Article.

5. The Documents in hard copies shall be sent to the official registered addresses (domiciles) of the Parties. The Documents may also be sent to other addresses agreed upon for the purposes of receiving correspondence or specified by the Parties in the arbitration agreement, or, if no such addresses are specified, to the addresses that were usually used by the Parties within the legal relationship underlying the dispute. The Documents delivered in accordance with this Paragraph shall be considered to have been received by the relevant Party.

6. The Documents in electronic format may be sent by e-mail only to the address specified by the Party, *inter alia*, in the arbitration agreement. The Parties shall inform the RIMA and each other of the relevant e-mail addresses for sending documents when filing their first written submissions, unless such addresses have not been agreed upon previously.

7. The Documents are deemed to have been received on the date of delivery or the date of the record of the attempt of delivery. If the electronic means of communication are used in accordance with Paragraph 6 of this Article, the Documents shall be deemed to have been received on the date when they are sent at the local time of the recipient.

8. If the RIMA's Online System (hereinafter, the “**Online System**”) is used, the Documents are also deemed to have been duly sent by uploading them to the Online System. In such a case, the Documents shall be deemed to have been submitted on the date when they were uploaded to the Online System and received on the date when an electronic notification of uploading of the Documents to the Online System is received.

Article 5. Representation of the Parties

1. The Parties are entitled to present their cases in an arbitration conducted pursuant to the *Ad Hoc* Arbitration Rules directly or through duly authorized representatives appointed by the Parties at their discretion.

2. In case of an arbitration conducted in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the documents confirming the powers of the Parties' representatives shall be sent to all the Parties, the Arbitral Tribunal, and the RIMA.

Article 6. Terms (Time Periods)

1. In case of an arbitration conducted in accordance with the UNCITRAL Arbitration Rules, the terms shall run pursuant to the provisions of Article 2 of the UNCITRAL Arbitration Rules. In all other cases, the terms shall run pursuant to the provisions of Paragraphs 2 and 3 of this Article.

2. A term (period of time) shall begin to run from the date following the date of the relevant step in the arbitration or the date of the event considered to be the starting point of the term (period of time). If such a date is a non-business day or an official holiday, the term (period of time) shall begin to run on the next business day. If the last day of such a term (period of time) is a non-business day or an official holiday, such term (period of time) shall be extended until the end of the following business day.

3. Non-business days (weekends and official holidays) occurring during the running of the term (period of time) shall be included in the calculation of that term (period of time).

Article 7. Value of Claim

1. For the purposes of the *Ad Hoc* Arbitration Rules, the value of a claim subject to monetary evaluation shall be defined as follows:

- 1) for monetary claims — as the amount claimed;
- 2) for claims for transfer of property, declaration of rights to property and other property-related claims – as the value of such property;
- 3) for claims for transformation of a legal relationship (including claims concerning invalidity of a contract and termination of the contract) – as the value of the subject matter of the legal relationship in question;

2. If the value of property or subject matter of a legal relationship indicated in the Claim differs from the value of property or other subject matter of a legal relationship agreed by the Parties before the filing of the Claim, the former shall be taken into account for the purposes of this Article.

3. For the purposes of the *Ad Hoc* Arbitration Rules, if a Party's claim is not subject to monetary evaluation, the value of the claim is deemed to be *thirty million (30,000,000) Rubles* for the arbitration of domestic disputes, or *five hundred thousand (500,000) US Dollars* for international arbitration.

Article 8. Submitting a Request for Arbitration to the RIMA and Commencement of Arbitration

1. In cases referred to in Paragraph 1 of Article 3 of the *Ad Hoc* Arbitration Rules, the RIMA shall act as the appointing authority in accordance with Article 6 of the UNCITRAL Arbitration Rules and the *Ad Hoc* Arbitration Rules. In doing so, the RIMA may require from the Parties information and data pursuant to Paragraph 5 of Article 6 of the UNCITRAL Arbitration Rules.

2. In cases referred to in Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, a Claimant wishing to commence arbitration shall file a statement of claim (or another document containing the claims) with the RIMA, as well as send it to the Respondent. In that case, the arbitration shall be deemed to commence on the date of the RIMA's receipt of the respective document from the Claimant.

3. In cases referred to in Paragraph 3 of Article 3 of the *Ad Hoc* Arbitration Rules, for the RIMA to perform separate functions for the administration of *ad hoc* arbitration, one of the Parties, subject to the consent of the other Party, or the Arbitral Tribunal, subject to the Parties' consent, shall file with the RIMA a request for performing separate functions for the administration of the *ad hoc* arbitration in question.

4. When approaching the RIMA with a request to perform separate functions for the administration of *ad hoc* arbitration pursuant to Paragraphs 1 – 3 of this Article, the Parties shall pay the Registration Fee.

5. The Executive Administrator shall issue a Notification on the RIMA's performance of separate functions for the administration of *ad hoc* arbitration in accordance with Paragraphs 1 – 3 of this Article or its refusal to perform such functions, no later than within *seven (7)* days. The RIMA shall invite the Parties to pay the Administrative Fee no later than within *seven (7)* days from the date of the Notification, unless it has been paid earlier.

6. The RIMA shall perform separate functions for the administration of *ad hoc* arbitration only provided that the Administrative Fee has been paid in full.

Article 9. Constitution of the Arbitral Tribunal under the UNCITRAL Arbitration Rules

1. In cases referred to in Paragraph 1 of Article 3 of the *Ad Hoc* Arbitration Rules, the Arbitral Tribunal shall be constituted in accordance with the provisions of Articles 6 – 11 of the UNCITRAL Arbitration Rules, subject to the provisions of this Article.

2. The RIMA shall perform the functions of an appointing authority in accordance with the provisions of Articles 6 – 11 of the UNCITRAL Arbitration Rules and this Article of the *Ad Hoc* Arbitration Rules, should the Parties approach it with a request for performance of separate functions for the administration of their dispute in accordance with the UNCITRAL Arbitration Rules, as provided in Paragraph 1 of Article 3 of the *Ad Hoc* Arbitration Rules.

3. Should the Parties request appointment of a sole or presiding arbitrator pursuant to Paragraph 1 of Article 8 and Paragraph 3 of Article 9 of the UNCITRAL Arbitration Rules, the Board shall use the list-procedure envisaged in Paragraph 2 of Article 8 of the UNCITRAL Arbitration Rules, unless the Parties agree not to use the list-procedure or the Board at its discretion deems its use impracticable in the specific case.

4. If one of the Parties requests that the RIMA appoints the second arbitrator instead of the other Party in accordance with Paragraph 2 of Article 9 of the UNCITRAL Arbitration Rules, the list-procedure shall not apply and the Board shall appoint the second arbitrator at its discretion subject to the requirements of the Parties' arbitration agreement, the characteristics of the dispute, as well as the standards of impartiality and independence.

Article 10. Constitution of the Arbitral Tribunal

1. In cases referred to in Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the Arbitral Tribunal shall be constituted in accordance with Paragraphs 2 – 7 of this Article.

2. If the Parties have agreed on a sole arbitrator and have failed to agree on the candidate or procedure for selecting him/her, the sole arbitrator shall be appointed by the Board no later than within *fifteen (15)* days from the issuance of the Notification, subject to the

characteristics of the specific dispute, as well as the standards of impartiality and independence, pursuant to Paragraph 6 of Article 13 of the RIMA Arbitration Rules.

3. If the Parties have agreed on a panel of three arbitrators and have not agreed on a different procedure for the election of arbitrators, each of the Parties shall elect one arbitrator, and the presiding arbitrator shall be elected by the two arbitrators thus appointed no later than within *fifteen (15)* days from the assumption of mandate by the last of the two arbitrators.

4. If one of the Parties fails to elect an arbitrator in accordance with Paragraph 4 of this Article within *fifteen (15)* days from the issuance of the Notification, the Board shall appoint such an arbitrator instead of that Party no later than within *fifteen (15)* days from the date of expiry of the term for the election of an arbitrator by that Party.

If, within *fifteen (15)* days from the assumption of mandate by the second arbitrator, the two arbitrators fail to elect the presiding arbitrator, he/she shall be appointed by the Board within *fifteen (15)* days from the date of expiry of the term for the election of the presiding arbitrator by the two arbitrators.

5. If the Parties have not agreed on the number of arbitrators, the dispute shall be resolved by a sole arbitrator or by a panel of three arbitrators depending on the value of the claim.

If the value of the claim is under *thirty million (30,000,000)* Rubles for domestic disputes or *five hundred thousand (500,000)* US Dollars for international arbitration, the dispute shall be resolved by a sole arbitrator.

If the value of the claim equals or exceeds *thirty million (30,000,000)* Rubles for domestic disputes or *five hundred thousand (500,000)* US Dollars for international arbitration, the dispute shall be resolved by a panel of three arbitrators.

If the claims are not subject to monetary evaluation, the dispute shall be resolved by a panel of three arbitrators, unless the Board deems it feasible for the dispute to be resolved by a sole arbitrator given the specific characteristics of the dispute.

6. Unless the Parties have agreed otherwise, if the Parties have agreed on a different number of arbitrators than one or three, which in any event shall be an odd number, the Arbitral Tribunal shall be appointed by the Board no later than within *thirty (30)* days from the issuance of the Notification.

7. The person appointed by the Board or elected by the Parties as an arbitrator in accordance with this Article, as well as the person appointed by the Board in any other cases in accordance with the agreement between the Parties, shall submit to the RIMA a declaration confirming his/her consent to comply with the requirements of impartiality and independence, in the form approved by the RIMA. The RIMA shall send the declaration to the Parties and the other arbitrators on the panel.

8. While performing their duties, the arbitrators shall be impartial and independent at all times.

An arbitrator shall immediately inform the Parties and the RIMA of any and all circumstances arising in the course of arbitration that may cause justifiable doubts as to his/her impartiality or independence, with a detailed description of such circumstances.

Article 11. Challenges, Termination of Mandate and Replacement of Arbitrators

1. In cases referred to in Paragraph 1 of Article 3 of the *Ad Hoc* Arbitration Rules, challenges of arbitrators shall be considered in accordance with Articles 11 – 16 of the UNCITRAL Arbitration Rules.

2. In cases referred to in Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, challenges of arbitrators, termination of mandate and replacement of arbitrators shall be considered in accordance with Paragraphs 3 – 9 of this Article.

3. If there are circumstances causing justifiable doubts as regards an arbitrator's impartiality or independence, a Party is entitled to challenge such an arbitrator within *fifteen (15)* days after becoming aware of his/her election or appointment. If a Party becomes aware of such circumstances after the arbitrator was appointed or elected, the Party is entitled to challenge the arbitrator within *fifteen (15)* days following the date of becoming aware of such circumstances.

4. The challenged arbitrator as well as the other Party may submit written explanations with respect to the challenge made within *seven (7)* days from the date of receipt of the challenge.

5. If the other Party consents to the arbitrator's challenge or the arbitrator resigns (recuses him/herself), the arbitrator's mandate shall be terminated without further consideration of the challenge. Otherwise, the challenge made shall be referred to the Board that shall issue its decision within *fourteen (14)* days from the RIMA's receipt of the challenge.

6. If an arbitrator is unable *de jure* or *de facto* to participate in resolving the dispute or fails to participate in resolving the dispute with an undue delay, his/her mandate shall be terminated, if such an arbitrator resigns or the Parties agree on such termination. Otherwise, if the arbitrator does not resign and there is no agreement of the Parties on the termination of his/her mandate on any of these grounds, a Party is entitled to refer the issue of termination of the arbitrator's mandate to the Board that shall issue its decision within *fourteen (14)* days from the RIMA's receipt of the Party's request.

7. In an arbitrator's mandate is terminated in accordance with this Article, a substitute arbitrator shall be appointed or elected in the same manner as the arbitrator being replaced.

8. If an arbitrator is replaced, the arbitration shall resume from the stage when the replaced arbitrator's mandate was terminated. If a sole arbitrator is replaced, oral hearings shall recommence, unless the Parties and the Arbitral Tribunal agree otherwise. If an arbitrator on the panel of arbitrators is replaced, oral hearings can be recommenced only under an agreement between the Parties or upon the unanimous decision of the new Arbitral Tribunal.

9. Unless the new Arbitral Tribunal decides otherwise, any orders made by the Arbitral Tribunal before the replacement of an arbitrator shall remain in force.

Article 12. Conduct of Arbitration

1. The Arbitral Tribunal shall conduct the arbitration at its discretion in the manner it deems fit, subject to equal treatment of the Parties and according to each of them a reasonable opportunity to present its case at the relevant stage of arbitration. In conducting the arbitration, the Arbitral Tribunal must ensure fair and efficient process for the resolution of the dispute between the Parties and seek to avoid unreasonable delays and costs.

2. The Arbitral Tribunal shall at its discretion determine the terms for submission of the Parties' procedural documents (including the Respondent's Response to the Claim) and key procedural steps in the arbitration subject to Paragraph 1 of this Article.

3. If the Parties have failed to determine the seat of arbitration, it shall be determined by the Arbitral Tribunal.

Article 13. The Law Applicable to the Merits of the Dispute

1. The Arbitral Tribunal shall decide the dispute in accordance with the rules of law chosen by the Parties as applicable. If the Parties fail to determine the applicable law, the Arbitral Tribunal shall decide the dispute in accordance with the choice of law rules it deems applicable.

2. In any and all cases, the Arbitral Tribunal shall render arbitral awards in accordance with the terms of the contract taking into account customary usage.

Article 14. Confirmation of Performance by the RIMA of Separate Functions for the Administration of *Ad Hoc* Arbitration

1. In case of an arbitration conducted in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the RIMA's performance of separate functions for the administration of *ad hoc* arbitration shall be evidenced by the seal affixed by the RIMA on the cover page of the arbitral award.

2. If, in accordance with the agreement between the Parties, the case files shall be stored at the RIMA, a reference to this fact shall be made in the award.

Article 15. Final Provisions

Should the RIMA and the Arbitral Tribunal need to resolve any issues not expressly regulated by the *Ad Hoc* Arbitration Rules, the Parties' agreement or the applicable legislation, the RIMA and the Arbitral Tribunal shall be guided by the purposes and fundamental principles of arbitration, subject to the principle of equality of the Parties.

Article 1. Registration Fee

1. The Registration Fee amounts to *twenty thousand (20,000)* Rubles for arbitration of domestic disputes and *five hundred (500)* US Dollars for international arbitration.
2. The Registration Fee is non-refundable except when the RIMA has refused to perform separate functions for the administration of *ad hoc* arbitration before issuing the Notification.
3. The Registration Fee shall set off the Administrative Fee.

Article 2. Arbitrators' Fee

1. In case of an arbitration conducted in accordance with Paragraph 1 of Article 3 of the *Ad Hoc* Arbitration Rules, unless the Parties and the Arbitral Tribunal have agreed on a different arbitrators' fee, the arbitrators' fee shall be calculated pursuant to Paragraph 1 of Annex II to the *Ad Hoc* Arbitration Rules, or, if the agreement between the Parties provides for the use of hourly rates, pursuant to Paragraph 2 of Annex II to the *Ad Hoc* Arbitration Rules, subject to the provisions of Article 41 of the UNCITRAL Arbitration Rules.
2. In case of an arbitration conducted in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the arbitrators' fee may be calculated pursuant to Paragraph 1 of Annex II to the *Ad Hoc* Arbitration Rules or Paragraph 2 of Annex II to the *Ad Hoc* Arbitration Rules, or in any other manner agreed by the Parties and the Arbitral Tribunal.

Article 3. Administrative Fee

1. In case of an arbitration conducted in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the Administrative Fee shall be calculated pursuant to Paragraph 1 of Annex III to the *Ad Hoc* Arbitration Rules. If additional functions are performed pursuant to Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, an Administrative Fee shall be charged for each additional function performed by the RIMA, in a fixed amount determined in accordance with Paragraph 2 of Annex III to the *Ad Hoc* Arbitration Rules.
2. In case of an arbitration conducted in accordance with Paragraphs 1 and 3 of Article 3 of the *Ad Hoc* Arbitration Rules, an Administrative Fee shall be charged for each separate function performed by the RIMA, in a fixed amount determined pursuant to Paragraph 2 of Annex III to the *Ad Hoc* Arbitration Rules.
3. The RIMA may provide for an Administrative Fee in a fixed amount to be charged for separate functions performed by the RIMA but not listed in Paragraph 2 of Annex III to the *Ad Hoc* Arbitration Rules, subject to the characteristics of the specific dispute.
4. Any and all disputes related to the Administrative Fee shall be resolved by the Board.

Article 4. Storage of the Case Files

1. The RIMA shall store the case files for *five (5)* years following the date of termination of arbitration, including if requested by the Parties to an *ad hoc* arbitration where the RIMA is not performing separate functions for the administration of arbitration in the meaning of the *Ad Hoc* Arbitration Rules, according to Part 1 of Article 39 of Federal Law No. 382-FZ dated 29 December 2015 "On Arbitration (Arbitration Proceedings) in the Russian Federation".
2. No additional fee shall be charged for the storage of case files of an *ad hoc* arbitration where the RIMA performs separate functions for the administration of arbitration in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules.

3. For the storage of case files of an *ad hoc* arbitration where the RIMA performs separate functions for the administration of arbitration in accordance with Paragraphs 1 and 3 of Article 3 of the *Ad Hoc* Arbitration Rules, an Administrative Fee shall be charged by the RIMA pursuant to Paragraph 2 of Annex III to the *Ad Hoc* Arbitration Rules.

4. For the storage of case files of an *ad hoc* arbitration where the RIMA does not perform separate functions for the administration of arbitration in the meaning of the *Ad Hoc* Arbitration Rules, an amount shall be charged by the RIMA equivalent to the Registration Fee.

Annex II. *Ad Valorem* and Hourly Rates Used to Calculate the Arbitrators' Fee

1. The arbitrators' fee calculated using the *ad valorem* rates shall be based on the following schedules.³

1.1. Schedule for the arbitration of domestic disputes:

Value of claim (RUB)	Sole arbitrator's/ presiding arbitrator's fee (RUB)⁴
up to 500,000	42,500
from 500,000 up to 1,500,000	42,500 + 3.5% of the value of a claim exceeding 500,000
from 1,500,000 up to 5,000,000	77,500 + 1.5% of the value of a claim exceeding 1,500,000
from 5,000,000 up to 10,000,000	130,000 + 0.5% of the value of a claim exceeding 5,000,000
from 10,000,000 up to 20,000,000	155,000 + 1.2% of the value of a claim exceeding 10,000,000
from 20,000,000 up to 30,000,000	275,000 + 0.5% of the value of a claim exceeding 20,000,000
from 30,000,000 up to 50,000,000	650,000 + 1% of the value of a claim exceeding 30,000,000

³ The Arbitral Tribunal and the Parties may agree on a different arbitrators' fee.

⁴ Unless the Arbitral Tribunal has approved a different fee, a fee payable to an arbitrator on a panel of arbitrators shall be 60% of the fee of the presiding arbitrator.

from 50,000,000 up to 100,000,000	900,000 + 1% of the value of a claim exceeding 50,000,000
from 100,000,000 up to 500,000,000	1,400,000 + 0.3% of the value of a claim exceeding 100,000,000
from 500,000,000 up to 1,000,000,000	2,600,000 + 0.15% of the value of a claim exceeding 500,000,000
from 1,000,000,000 up to 4,999,999,999	3,350,000 + 0.13% of the value of a claim exceeding 1,000,000,000
from 5,000,000,000	8,750,000

1.2. Schedule for international arbitration:

Value of claim (USD)	Sole arbitrator's/ presiding arbitrator's fee (USD)
up to 10,000	2,500
from 10,000 up to 30,000	2,500 + 3.5 % of the value of a claim exceeding 10,000
from 30,000 up to 100,000	3,200 + 1.5 % of the value of a claim exceeding 30,000
from 100,000 up to 200,000	4,250 + 1.5 % of the value of a claim exceeding 100,000

from 200,000 up to 400,000	5,750 + 1.5 % of the value of a claim exceeding 200,000
from 400,000 up to 500,000	8,750 + 0.5 % of the value of a claim exceeding 400,000
from 500,000 up to 1,000,000	9,250 + 0.5 % of the value of a claim exceeding 500,000
from 1,000,000 up to 5,000,000	11,750 + 0.15 % of the value of a claim exceeding 1,000,000
from 5,000,000 up to 10,000,000	20,750 + 0.1 % of the value of a claim exceeding 5,000,000
from 10,000,000 up to 25,000,000	25,750 + 0.1 % of the value of a claim exceeding 10,000,000
from 25,000,000 up to 50,000,000	51,250 + 0.07 % of the value of a claim exceeding 25,000,000
from 50,000,000 up to 74,999,999	80,750 + 0.03 % of the value of a claim exceeding 50,000,000
over 75,000,000	94,750

2. The arbitrators' fee calculated using the hourly rates shall be based on the following schedules.⁵

2.1. Hourly rates for the arbitration of domestic disputes:

⁵ The Arbitral Tribunal and the Parties may agree on a different arbitrators' fee.

Position	Hourly rate (RUB)
Presiding arbitrator or sole arbitrator	20,000
Arbitrator on a panel of arbitrators	15,000

2.2. Hourly rates for international arbitration:

Position	Hourly rate (USD)
Presiding arbitrator or sole arbitrator	450
Arbitrator on a panel of arbitrators	350

**Annex III. Administrative Fee for the RIMA's Performance of Separate Functions
for the Administration of *Ad Hoc* Arbitration**

1. In case of an arbitration conducted in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the Administrative Fee shall be calculated using the following schedules.

1.1. Schedule for the arbitration of domestic disputes:

Value of claim (RUB)	Administrative Fee (RUB)
up to 500,000	17,500
from 500,000 up to 1,500,000	17,500 + 1 % of the value of a claim exceeding 500,000
from 1,500,000 up to 5,000,000	27,500 + 0.3 % of the value of a claim exceeding 1,500,000
from 5,000,000 up to 10,000,000	38,000 + 0.4 % of the value of a claim exceeding 5,000,000
from 10,000,000 up to 20,000,000	58,000 + 0.7 % of the value of a claim exceeding 10,000,000
from 20,000,000 up to 30,000,000	128,000 + 0.7 % of the value of a claim exceeding 20,000,000
from 30,000,000 up to 50,000,000	250,000 + 0.5 % of the value of a claim exceeding 30,000,000
from 50,000,000 up to 100,000,000	350,000 + 0.3 % of the value of a claim exceeding 50,000,000

from 100,000,000 up to 500,000,000	500,000 + 0.07 % of the value of a claim exceeding 100,000,000
from 500,000,000 up to 1,000,000,000	780,000 + 0.01 % of the value of a claim exceeding 500,000,000
from 1,000,000,000 up to 4,999,999,999	830,000 + 0.01 % of the value of a claim exceeding 1,000,000,000
from 5,000,000,000	1,250,000

1.2. Schedule for international arbitration:

Value of claim (USD)	Administrative Fee (USD)
up to 10,000	1,000
from 10,000 up to 30,000	1,000 + 3 % of the value of a claim exceeding 10,000
from 30,000 up to 100,000	1,600 + 2.5 % of the value of a claim exceeding 30,000
from 100,000 up to 200,000	3,350 + 2 % of the value of a claim exceeding 100,000
from 200,000 up to 400,000	5,350 + 1 % of the value of a claim exceeding 200,000
from 400,000 up to 500,000	7,350 + 0.5 % of the value of a claim exceeding 400,000

from 500,000 up to 1,000,000	$7,850 + 0.25\%$ of the value of a claim exceeding 500,000
from 1,000,000 up to 5,000,000	$9,100 + 0.05\%$ of the value of a claim exceeding 1,000,000
from 5,000,000 up to 10,000,000	$11,850 + 0.025\%$ of the value of a claim exceeding 5,000,000
from 10,000,000 up to 25,000,000	$13,100 + 0.01\%$ of the value of a claim exceeding 10,000,000
from 25,000,000 up to 50,000,000	$16,100 + 0.01\%$ of the value of a claim exceeding 10,000,000
from 50,000,000 up to 74,999,999	$19,000 + 0.001\%$ of the value of a claim exceeding 10,000,000
over 75,000,000	25,750

2. For the RIMA's performance of functions for the administration of *ad hoc* arbitration in accordance with Paragraphs 1 and 3 of Article 3 of the *Ad Hoc* Arbitration Rules, as well as for the RIMA's performance of additional functions in accordance with Paragraph 2 of Article 3 of the *Ad Hoc* Arbitration Rules, the Administrative Fee shall be paid based on the following fixed amounts:

2.1. For the arbitration of domestic disputes:

Function	Amount (RUB)
Appointment of arbitrators (including re-appointment)	50,000
Consideration of a challenge to an arbitrator	50,000
Providing a venue for oral hearings: - a 22 sq.m. or 25 sq.m. room with the capacity of up to 10 people;	15,000/hour

- a 92 sq.m. room with the capacity of up to 30 people	25,000/hour
Performance by an employee of the RIMA's Administrative Office of the functions of assistant (secretary) to the Arbitral Tribunal	7,500/hour
Organisation of communications (up to 50 documents)	30,000, as well as the associated postal and courier expenses
Storage of case files (for the entire duration of storage)	20,000
Access to the RIMA's Online System	40,000
Collection of advance payments of arbitrators' fees, as well as arbitration costs for subsequent payment to the respective persons	To be determined by the RIMA based on the characteristics of the specific dispute
Certification of signatures of the Arbitral Tribunal on the award	10,000

2.2. For international arbitration:

Function	Amount (USD)
Appointment of arbitrators (including re-appointment)	800
Consideration of a challenge to an arbitrator	800
Providing a venue for oral hearings: - a 22 sq.m. or 25 sq.m. room with the capacity of up to 10 people; - a 92 sq.m. room with the capacity of up to 30 people	250/hour 400/hour
Performance by an employee of the RIMA's Administrative Office of the functions of assistant (secretary) to the Arbitral Tribunal	150/hour
Organisation of communications (up to 50 documents)	550, as well as the associated postal and courier expenses
Storage of case files (for the entire duration of storage)	500
Access to the RIMA's Online System	700
Collection of advance payments of arbitrators' fees, as well as arbitration costs for subsequent payment to the respective persons	To be determined by the RIMA based on the characteristics of the specific dispute

Certification of signatures of the Arbitral Tribunal on the award	150
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