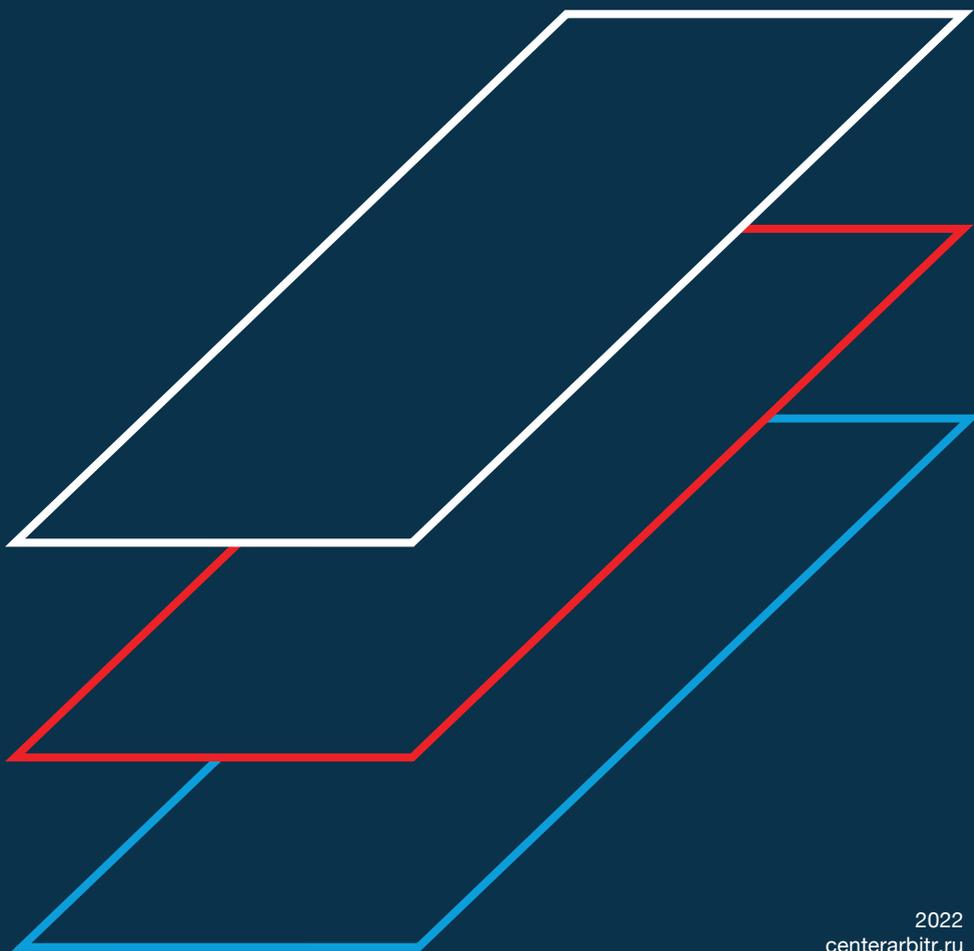




**Russian
Arbitration
Center**

at Russian
Institute
of Modern
Arbitration

Guidelines on Arbitral Awards



2022
centerarbitr.ru

General Provisions

1. Requirements for an arbitral award are provided by Chapter 6 of the Arbitration Rules and the relevant law of the seat of arbitration. The Arbitral Tribunal shall make every effort to ensure that the arbitral award is enforceable.
2. The Arbitral Tribunal must render the award within the time limit set for the arbitration.
3. The arbitral award shall be drafted by the arbitrators. The arbitral award must be structured logically and the decision taken shall be set out clearly, concisely, and unambiguously.

Form, Structure, and Contents of the Arbitral Award

4. The arbitral award shall be made in writing, as a single document, including the word “Award” in the heading. If the Parties have not agreed otherwise, the following must be indicated in the arbitral award:
 - 1) the name of the RAC;
 - 2) the case number;
 - 3) the date of adoption of the arbitral award;
 - 4) the seat of arbitration;
 - 5) the Arbitral Tribunal and the procedure for its constitution;
 - 6) the names (surnames, names, and patronymics) and the locations (domiciles) of the Parties;
 - 7) the Claimant’s claims and the Respondent’s objections, applications, and motions of the Parties;
 - 8) the grounds for the jurisdiction of the Arbitral Tribunal;
 - 9) the circumstances of the case established by the Arbitral Tribunal, the evidence underlying the conclusions of the Arbitral Tribunal regarding those circumstances, legal provisions that the Arbitral Tribunal relied upon in rendering the arbitral award;
 - 10) the operative part of the arbitral award that contains the conclusions

of the Arbitral Tribunal to satisfy or reject each claim made. The amount of the arbitration fee, arbitration costs and the Parties’ costs, the allocation of said costs among the Parties, and, if necessary, the time limit and the procedure for the execution of the arbitral award rendered shall be indicated in the operative part.

5. The Administrative Office has developed recommendations on the structure of the arbitral award that comprises of the following sections:
 - 1) title page (attached to these Guidelines);
 - 2) table of contents;
 - 3) summary of the case;
 - 4) commencement of the arbitration and constitution of the Arbitral Tribunal;
 - 5) course (conduct) of arbitral proceedings;
 - 6) reasons for the award: a) concerning the jurisdiction of the Arbitral Tribunal; b) concerning the conclusions on the merits of the claims.
 - 7) allocation of arbitration fees and costs;
 - 8) operative part and signatures of the arbitrators.
6. It is advised to number the pages and have sequential numbering throughout the entire award by numbering each paragraph, for ease of internal references.
7. When the documents submitted by the Parties and their positions on the circumstances of the dispute are described in the Section “Course of the Arbitral Proceedings”, it is advised to indicate, for instance, that: “In the Claim, the Claimant relies on the following (paras. ... – ... of the Award)” before describing the Party’s position, so that the opinion of the Party and the conclusions of the arbitrators are not confused with one another in the award.

Preparation and Technical Review of the Arbitral Award (the Final Order)

8. The assistant to the Arbitral Tribunal may assist in the preparation of a part of the award that contains general information about the dispute and the course of the arbitral proceedings. At the same time, neither the assistant to the Arbitral Tribunal, nor the Administrative Office is entitled to take any part in the preparation of the part of the arbitral award that concerns the jurisdiction of the Arbitral Tribunal, the resolution of the case on the merits, and the allocation of the arbitration fees and costs.
9. Guided by the world's best practices, the Administrative Office undertakes a technical review of the draft award, including its compliance with the requirements of the Arbitration Rules, before the approved and signed award is sent to the Parties.
10. For these purposes, the draft award shall be sent to the internal assistant to the Arbitral Tribunal or, if such an assistant has not been appointed, to the Administrative Office, at least two weeks before the time limit for the arbitration expires.
11. Upon receipt of the draft award, the Administrative Office shall check the arbitral award for its compliance with the Arbitration Rules, as well as for the absence of mistakes, typos, and stylistic errors, which in any event cannot affect the resolution of the dispute on the merits. The arbitrators may reject the suggested recommendations and amendments.
12. Once the draft arbitral award is finalized, the Arbitral Tribunal shall sign and deliver to the RAC as many copies of the award as there are Parties and one additional copy, to be stored at the RAC. The RAC shall bind the award together (the binding shall be sealed and signed by the Executive Administrator), scan the award, and send the award to the Parties via Russian Post and e-mail used in the case.
13. Preparation and technical review of the final orders of the Arbitral Tribunal shall be carried out in the same manner.

Rendering the Arbitral Award by the Panel of Arbitrators

14. The Panel of Arbitrators may render the award by the majority of the arbitrators; that said, if there is a tie, the presiding arbitrator shall have a casting vote. In that case, the operative part of the award shall indicate the reasons for the absence of other signatures.
15. The arbitral award shall be signed, *inter alia*, by the arbitrator with a dissenting opinion. The dissenting opinion shall be enclosed to the arbitral award if the arbitrator does not agree with the operative part of and/or the reasoning for the award and if that is not prohibited by the arbitration agreement, the rules of arbitration, and the law applicable to the arbitration.
16. The same rules apply to the rendering of final orders by the Panel of Arbitrators.

Arbitral Award on Agreed Terms

17. If in the course of the arbitration, the Parties reach a settlement agreement, the Arbitral Tribunal shall render the award on agreed terms upon the respective request made by both Parties. Such a request may be contained in the settlement agreement itself, a separate request, or any other written submission. When the Arbitral Tribunal renders the arbitral award on agreed terms, it shall confirm the terms of the settlement agreement.
18. If the Parties inform the arbitrator of having reached a settlement agreement and, at the same time, they do not request an award on agreed terms, it is advised to approach the Parties for the second time. If the Parties refuse to have the award on agreed terms rendered and, at the same time, do not send an agreement to terminate the arbitration, as well as if the Parties have already provided the confirmation of execution of the settlement agreement, the Arbitral Tribunal shall issue an order to terminate arbitration, given that the continuation of the arbitration is no longer necessary or possible. In that case, termination of the arbitration is not possible, if there are any unresolved issues left between the Parties, for instance, concerning the allocation of arbitration fees and costs.

19. Before rendering the arbitral award on agreed terms, the arbitrator shall verify the terms of the settlement agreement in terms of their validity, including whether the agreement between the Parties is not unlawful or otherwise not inconsistent with public policy. If some of the provisions are void, the Arbitral Tribunal shall inform the Parties of that fact. If the Parties do not agree to make amendments, in the award, the arbitrators shall provide the reasons for why those terms are void and shall not include them in the operative part of the award.
20. The structure of the arbitral award on agreed terms shall follow the structure of the ordinary arbitral award. The only difference is that the subsection “Conclusions on the Merits of the Claims” in the award shall be replaced with the subsection “Settlement of the Dispute by Way of a Settlement Agreement”. That subsection shall include a description of how the Parties reached the settlement agreement, as well as the full text of the agreement.
21. The operative part of such an award shall comprise of the terms of the settlement agreement, for instance: “to deem terminated obligations to pay a forfeit in the amount of ...”, “to recover from ... in favor of ... the costs associated with the payment of the arbitration fee”, “to oblige ... to conclude ... a supply agreement with ... within ...”, etc. All terms of the settlement agreement related to the resolution of the dispute on the merits must be featured in the operative part of the arbitral award.

Termination of the Arbitration without an Arbitral Award

22. The arbitration shall terminate with an arbitral award or an order for termination of the arbitration without an arbitral award (for instance, when the Claimant withdraws the Claim or the Arbitral Tribunal does not have jurisdiction to resolve the dispute).
23. The same requirements as the ones applicable to arbitral awards shall apply to orders for termination of arbitration. In order for termination of arbitration, the subsection on conclusions on the merits of the claims shall not be included and the subsection “Grounds for Termination of the Arbitration

without an Arbitral Award” shall be included instead. If the lack of jurisdiction of the Arbitral Tribunal has served as a ground for termination, this shall be indicated in the section “Jurisdiction of the Arbitral Tribunal” instead of the section “Reasoning for the Award”.

24. Other differences include: the different title of the document (for instance, “ORDER on the Lack of Jurisdiction”); indication in the operative part “ORDERS” instead of “AWARDS”. For instance: “... the Arbitral Tribunal ORDERS to terminate the arbitration due to the withdrawal... of the Claim against ...”

Correction and Interpretation of the Arbitral Award. Additional and Separate Arbitral Awards

25. If a Party requests to correct or interpret the arbitral award, the Arbitral Tribunal shall decide whether to satisfy the Party's request or reject it. The arbitrator may also correct mistakes and typos in the award at his/her own initiative.
26. In that case, the arbitrator's mandate shall be renewed to a limited extent and, therefore, under no circumstances may the arbitrator change the reasoning of the award. Only typos, spelling, punctuation, or arithmetic mistakes (for instance, a mistake in the amount of the claims to be recovered in the operative part, where a different amount follows from the calculations contained in the award) may be corrected.
27. The arbitrator may refuse to correct or interpret the award, for instance, if he/she does not agree that the mistake has in fact been made. The refusal to give an interpretation shall be reasoned.
28. The additional arbitral award shall be rendered by the arbitrator at the request of the Party if any of the claims have not been featured in the arbitral award at all. The arbitrator may not render an additional award at his/her own initiative.
29. An oral hearing may be conducted only concerning a claim that was made

before, but has not been featured in the award. The arbitrator may not admit and examine new evidence.

30. The additional arbitral award shall be prepared in the same manner as the ordinary arbitral award, have the same structure, and contain the same elements.
31. The separate arbitral award shall be rendered if it has been impossible to allocate the costs of the Parties before rendering the award. To render a separate arbitral award, the Arbitral Tribunal must ensure that:
 - 1) prior to rendering the arbitral award, the Party has made a request to reimburse the costs of the Party in a separate arbitral award;
 - 2) it has been impossible to provide full information about the amount of costs incurred by the Party prior to rendering the arbitral award;
 - 3) the final information about the amount of costs incurred has been provided no later than 30 days from the date of the termination of the arbitration.
32. The arbitrator's powers at the time of rendering the separate arbitral award shall be renewed by virtue of provisions of the Arbitration Rules, to which the Parties have consented, to a limited extent. In the separate arbitral award, the arbitrator may not consider or resolve other matters, as well as make amendments to the arbitral award previously issued.
33. If a Party misses the deadline for sending the request to correct or interpret the arbitral award, render an additional or separate arbitral award, the Party's arguments shall not be considered and the Arbitral Tribunal shall issue an order to reject the respective request.

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