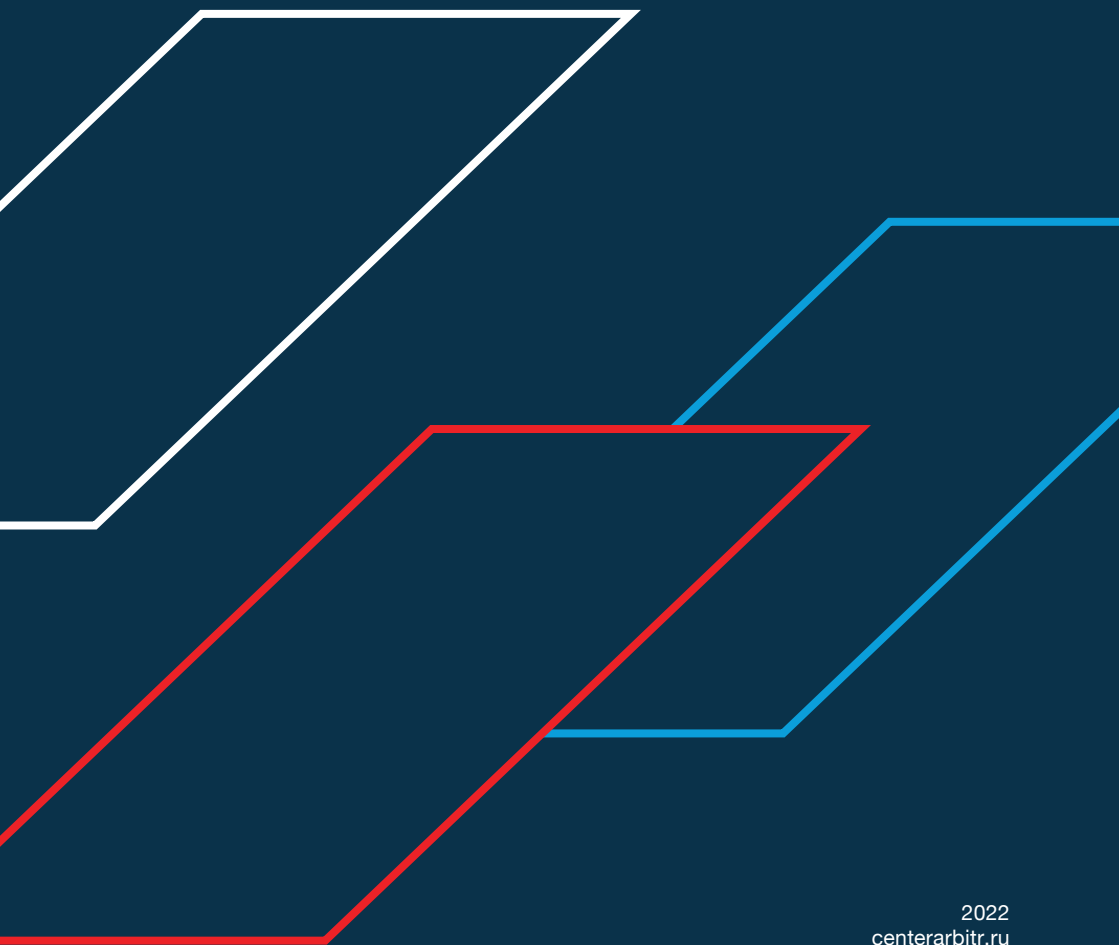




**Russian
Arbitration
Center**

at Russian
Institute
of Modern
Arbitration

Guidelines for Assistants to the Arbitral Tribunal



General Provisions

1. Taking into account the circumstances of a particular dispute, the Arbitral Tribunal may resort to the aid of an assistant. Within the framework of arbitration, the assistant shall perform certain functions on behalf of the Arbitral Tribunal, unrelated to the resolution of the dispute on the merits.
2. An assistant to the Arbitral Tribunal may be one of the employees of the Administrative Office (hereinafter, the “**internal assistant**”) or another person selected at the initiative and discretion of the Arbitral Tribunal (hereinafter, the “**external assistant**”, and together, the “**assistant**”) subject to the provisions of these Guidelines.

Appointment of Assistant and Termination of his/her Appointment. Assistants’ Fees

3. An assistant may be appointed at the initiative of the Arbitral Tribunal at any stage of the arbitral proceedings (including after the last oral hearing).
4. A person may act as an assistant if he/she has enough time to perform the assistant’s functions and has confirmed the absence of a conflict of interest. For these purposes, the candidate shall present a signed copy of the Declaration of Assistant to the Arbitral Tribunal (attached to these Guidelines).
5. Case managers and legal counsels of the RAC may act as internal assistants (information is available on the official website of the RAC). The Executive Administrator chooses the candidate for an internal assistant on its initiative taking into account the requirements of paragraph 4 of these Guidelines and the suggestions of the Arbitral Tribunal (if any).
6. The Executive Administrator is not entitled to act as the assistant to the Arbitral Tribunal.
7. An internal assistant shall be appointed by the Executive Administrator at the request from the Arbitral Tribunal submitted in any format. The Parties and

the Arbitral Tribunal shall be notified of the appointment of the internal assistant with his/her CV attached by an e-mail from the Administrative Office (admin@centerarbitr.ru) and by virtue of the respective notice uploaded to the Online Arbitration System of the RAC (OAS), and if a Party does not have an e-mail address, the notice shall be sent to the postal address of the Party.

8. Other employees of the Administrative Office may perform certain administrative functions along with and on instructions from the internal assistant. Information about such employees must be disclosed to the Parties and the Arbitral Tribunal.
9. Taking into account the circumstances of a particular dispute, the Arbitral Tribunal may resort to the aid of an external assistant. The Arbitral Tribunal must immediately notify the Parties of such an intention, enclosing his/her CV and a signed copy of the Declaration of Assistant to the Arbitral Tribunal (and must indicate his/her full name (surname, name, and patronymic) and contact details).
10. The Arbitral Tribunal shall decide on the appointment of the external assistant taking into account the positions of the Parties.
11. The Arbitral Tribunal is entitled to resort to aid of both internal and external assistants to ensure the efficiency of the arbitral proceedings. In that case, the Arbitral Tribunal shall determine the manner in which the assistants are to perform their functions subject to the provisions of these Guidelines.
12. An assistant's mandate shall commence on the date when the Parties are notified of his/her appointment. This provision shall not apply to the Parties that have joined the arbitration after that date.
13. Documents related to the arbitration of a particular dispute shall be sent to the assistant, including to his/her e-mail address.
14. When the arbitration fee is calculated at an *ad valorem* rate, the appointment of an assistant shall not result in any additional costs for the Parties.

15. When the arbitration fee is calculated at an hourly rate, the fee of the internal assistant shall be calculated according to the Rules on Arbitration Fees and Arbitration Costs.
16. The fee of the external assistant shall be agreed upon by the Arbitral Tribunal independently with such an assistant. In consultation with the Parties, the Arbitral Tribunal may impose the external assistant's fee on the Parties.
17. In any event, the RAC shall not pay the fee or other costs to the external assistant.
18. An assistant's mandate may be terminated at any stage of the arbitral proceedings. Such mandate shall be terminated upon adoption of an arbitral award, an order for termination of arbitration, or an order on the lack of jurisdiction (except as provided in paragraph 3 of Article 16 of the Rules on Arbitration Fees and Arbitration Costs).
19. An assistant's mandate may also be terminated:
 - 1) by resignation;
 - 2) in the event the assistant is *de jure* or *de facto* unable to perform his/her functions – by the Executive Administrator (for the internal assistant) or the Arbitral Tribunal (for the external assistant).
20. An assistant's mandate may be renewed after an arbitral award has been issued in case of renewal of the Arbitral Tribunal's mandate.

Assistant's Functions

21. When performing any functions in the arbitration of a particular dispute, the assistants are not entitled to go beyond the scope of the Arbitral Tribunal's assignment. The Arbitral Tribunal shall supervise the assistant's performance of his/her functions.
22. The Arbitral Tribunal may not entrust to the assistant any functions directly or

indirectly related to the resolution of the dispute on the merits or to the performance of the primary duties of the Arbitral Tribunal. Assistant must refrain from influencing the decisions of the Arbitral Tribunal in a particular dispute at all times.

23. Unless as specified otherwise by the Arbitral Tribunal, the assistant shall perform administrative and organizational functions, including the following:
 - 1) interacting with the Parties, the Arbitral Tribunal, and the Administrative Office;
 - 2) participating in compiling the case files, including those in electronic format by uploading the documents of the Arbitral Tribunal and the Parties at their request to the Online Arbitration System of the RAC (OAS);
 - 3) assisting the Arbitral Tribunal with preparing the case for oral hearings, including by finding premises and necessary technical equipment for organizing videoconferencing;
 - 4) keeping the record and other transcripts during oral hearings;
 - 5) assisting the Arbitral Tribunal for the purposes of payment of its fee;
 - 6) other functions as assigned by the Arbitral Tribunal subject to the provisions of paragraph 22 of these Guidelines.
24. Unless as agreed otherwise by the Parties or specified by the Arbitral Tribunal, the assistant may also perform certain functions within arbitral proceedings:
 - 1) performing a technical review of draft arbitral awards and/or orders of the Arbitral Tribunal, as well as preparing and systemizing information about the dispute and the course of the arbitral proceeding, which in any case should not affect the resolution of the dispute on the merits in any way;
 - 2) preparing draft letters of the Arbitral Tribunal;
 - 3) summarizing the positions of the Parties and evidence in the case;
 - 4) other functions as assigned by the Arbitral Tribunal subject to the provisions of paragraph 22 of these Guidelines.
25. An external assistant may not perform any functions that, according to the Arbitration Rules, belong exclusively to the Administrative Office. In any event, technical review of an arbitral award shall be performed by the internal

assistant, and in the absence of one – by the Administrative Office, and this does not have to be agreed with the Parties.

26. For the purposes of a technical review, the Arbitral Tribunal shall provide the arbitral award to the internal assistant, and in the absence of one – to the Administrative Office, within a reasonable time, but no later than 14 days before the end of the arbitration.
27. To perform his/her functions, the external assistant shall receive full support from the Administrative Office. The external assistant shall be given access to the case files in the Online Arbitration System of the RAC (OAS) with the ability to upload documents independently.

Assistant's Duties

28. When performing his/her functions, the assistant must remain impartial and independent and avoid any conflicts of interest at all times. Provisions of the IBA Guidelines on Conflicts of Interest in International Arbitration regarding the independence and impartiality shall apply to assistant *mutatis mutandis*.
29. The Arbitral Tribunal shall supervise the assistant's compliance with the principle of independence and impartiality throughout the entire arbitral proceeding.
30. Assistant must immediately disclose any circumstances that could give rise to justifiable doubts as to his/her independence and impartiality to the Parties and the Arbitral Tribunal.
31. The Parties may submit a reasoned request for a challenge of the assistant. The provisions of Article 19 of the Arbitration Rules shall apply to the challenge of the assistant *mutatis mutandis*.
32. In the event of a failure to perform or improper performance of his/her functions, assistants shall not be liable to the Parties, the Arbitral Tribunal, and the RAC in the amount greater than that provided for in the applicable laws. The RAC shall not be liable to the Parties and the Arbitral Tribunal for damages caused by the actions (omissions) of the assistant.

33. Unless as agreed otherwise by the Parties, the assistant shall comply with the principle of confidentiality of arbitration according to Article 25 of the Arbitration Rules.
34. Assistant must avoid unilateral contacts with the Parties unless they are directly necessitated by the nature of the function performed by the assistant or of the assignment from the Arbitral Tribunal.

**Russian Arbitration Center
at the Russian Institute of Modern Arbitration**

www.centerarbitr.ru

Moscow

14, bldg 3, Kadashevskaya embankment
119017, Moscow, Russian Federation

+7 495 797-94-77 | info@centerarbitr.ru

Kaliningrad

4th Floor, Suite 404, Mega
18 (VI) Uralskaya street,
Kaliningrad, 236022, Russian Federation

+7 4012 99-47-34 | zapad@centerarbitr.ru

Yekaterinburg

5th Floor, 9th Room, 9 a Vaynera street,
Yekaterinburg, 620014, Russian Federation

+7 343 22-70-383 | ural@centerarbitr.ru

Petropavlovsk-Kamchatskiy

23 Atlasova street,
683000, Petropavlovsk-Kamchatskiy,
Kamchatskiy kray, Russian Federation

+7 423 205-00-52 | vostok@centerarbitr.ru

Vladivostok

8th Floor, Suite 805, Sky City,
45 Aleutskaya street,
Vladivostok, 690091, Russian Federation

+7 423 205-00-52 | vostok@centerarbitr.ru