

CHISINAU INTERNATIONAL COURT OF
COMMERCIAL ARBITRATION

THE RULES OF ARBITRATION
2017



CONTENTS

MODEL ARBITRATION CLAUSE	6
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CHAPTER I – General provisions

Article 1. Scope	7
Article 2. Principles of arbitral proceedings	8
Article 3. Terms	9
Article 4. Arbitration agreement. Exchange of submissions	9
Article 5. Communication of documents	9
Article 6. Representation and assistance	11

CHAPTER II – Composition of the arbitral tribunal

Article 7. The arbitral tribunal. The number of arbitrators	11
Article 8. Appointment of sole arbitrator	12
Article 9. Appointment of an arbitral tribunal consisting of three arbitrators	13
Article 10. Acceptance of appointment by arbitrators	14
Article 11. Challenging and withdrawal of arbitrators	15
Article 12. Grounds of termination of arbitrator's appointment	17
Article 13. Replacement of arbitrator	17
Article 14. Repetition of hearings in the event of replacement of an arbitrator	17
Article 15. Liability of arbitrators	18

CHAPTER III – Arbitral proceeding

Section 1. General considerations

Article 16. General provisions	18
Article 17. Duration and place of arbitration	19
Article 18. Expedited arbitral proceedings	20
Article 19. Language of the arbitral proceedings	20

Article 20. Arbitration costs	21
Article 21. Allocation of arbitration costs	21
Section 2. Referral to the Court of Arbitration and preparing the dispute for debates	
Article 22. Content of the request for arbitration	22
Article 23. Registration of request for arbitration	23
Article 24. Requesting additional information	23
Article 25. Information relayed to the respondent	24
Article 26. Payment of arbitral costs	24
Article 27. Advance payment and guarantee of arbitration costs	24
Article 28. Respondent’s statement of defense	25
Article 29. Amendment to the request for arbitration or defense	26
Article 30. Joinder of third parties	26
Article 31. Counterclaim	27
Article 32. Preparing the dispute for arbitral debates.	27
First appearance before the tribunal	
Article 33. Oral proceeding and written proceeding	28
Article 34. Verifying the jurisdiction of arbitral tribunal.	29
Pleas as to the lack of jurisdiction	
Article 35. Interim measures	29
Article 36. Emergency arbitrator	31
Section 3. Hearings and debates	
Article 37. Procedural timetable	32
Article 38. Hearing	32
Article 39. Effects of failure to attend arbitral hearings	32
Article 40. Settling the dispute in absentia	32
Article 41. Adjournment of debates	33
Article 42. Evidence	33
Article 43. Ordering of expertise	34
Article 44. Effects of default	35
Article 45. Closing of hearings	35
Article 46. Minutes of hearings	35
Article 47. Audio and/or video recordings of arbitral hearings	36
Article 48. Parties’ right to information	36
Article 49. Waiver of right to object	36

CHAPTER IV – The Arbitral Award

Article 50. Disposition acts of the arbitral tribunal	37
Article 51. Settlement	37
Article 52. Passing the award	38
Article 53. Form and contents of award	38
Article 54. Interpretation, supplementation and correction of the award	38
Article 55. Award on costs	39
Article 56. Communication of award	40
Article 57. Effects of arbitral awards	40
Article 58. The law applicable to the merits of the dispute	40

CHAPTER V – Final provisions

Article 59. The law applicable to the arbitral proceedings	41
Article 60. Entry into force	41

ANNEX I. MODEL ARBITRATION CLAUSE

42

ANNEX II. ADDITIONAL RULES FOR EXPEDITED ARBITRAL PROCEEDINGS

The arbitration agreement and Introduction into the Rules for Expedited Arbitral Proceedings

43

Additional Rules for Expedited Arbitral Proceedings

Article 1. General considerations	44
Article 2. Sole arbitrator	44
Article 3. The request for arbitration and the defense	44
Article 4. Further derogations from the general periods for carrying out procedural actions	44
Article 5. Special rules	45
Article 6. Amendments to time periods. Derogation from procedural timetable	45

ANNEX III. EMERGENCY ARBITRATOR PROCEDURE

Article 1. Emergency arbitrator	46
Article 2. Request for the appointment of an emergency arbitrator	46
Article 3. Communication of the request	46
Article 4. Appointment of emergency arbitrator	46
Article 5. Place of conduct of emergency arbitrator procedure	47
Article 6. Referral to the emergency arbitrator	47
Article 7. Orders for the application of emergency interim measures	47
Article 8. Binding nature of awards made by the emergency arbitrator	48
Article 9. Costs of the emergency arbitrator procedure	48

MODEL ARBITRATION CLAUSE

Any dispute or claim arising out of or in connection with this agreement, including breach, termination or invalidity thereof, shall be settled finally by arbitration under the Rules of Arbitration of the Chisinau International Court of Commercial Arbitration of the American Chamber of Commerce in Moldova (*Asociația Patronală „Camera de Comerț Americană din Moldova”*).

It is recommended to supplement the arbitration clause with the following provisions:

The arbitral tribunal shall consist of [...] (a sole or three arbitrators).

The place of arbitration shall be Chisinau, Republic of Moldova.

The language of the arbitral proceedings shall be [...].

This contract shall be governed by the laws of [...] (specify the country, the substantive laws of which shall govern the contract).

RULES OF ARBITRATION

(in effect as of February 6 2017)

CHAPTER I – General provisions

Article 1. Scope

- (1) These Rules of Arbitration (the "Rules") are adopted by the Steering Committee (the "Steering Committee") of the Chisinau International Court of Commercial Arbitration (the "Court of Arbitration") of the American Chamber of Commerce in Moldova (*Asociația Patronală „Camera de Comerț Americană din Moldova”*), in accordance with p.3.3 of the Charter of the Court of Arbitration.
- (2) These Rules apply to domestic and international arbitrations alike, administered by the Court of Arbitration.
- (3) Arbitration Court does not settle disputes; it administers the settlement of disputes by arbitral tribunals constituted in accordance with these Rules. The Court of Arbitration may also act as a facilitator of arbitration (e.g. appointing authority for *ad hoc* arbitration, etc.) for cases provided in arbitration agreements or other acts.
- (4) Each arbitral proceeding shall be conducted in accordance with the Rules in effect on the date of receipt of the request for arbitration by the Secretariat of the Court of Arbitration (the "Secretariat"), unless the parties have agreed otherwise.
- (5) The parties may agree in writing on the application of these Rules with the exclusion of certain provisions, the application of which shall be waived explicitly and in writing, where these Rules allow. Prior to the constitution of the arbitral tribunal, the exclusion of certain provisions hereof and/or their replacement with other provisions for the purpose of settlement of a dispute shall be made by the Steering Committee, whereas, following the constitution of the arbitral tribunal, the exclusion and/or replacement of respective provisions is made by order of the arbitral tribunal.
- (6) The parties may request in writing the application of other rules of procedure. If a request for the application of other rules of procedure is

submitted prior to the constitution of the arbitral tribunal, the Steering Committee shall review the arbitral rules specified by the parties and shall decide whether and to what extent such rules can be applied for the settlement of their dispute. Following the constitution of the arbitral tribunal, it shall fall upon the tribunal to decide as to whether and to what extent the rules of procedure specified by the parties can be applied for the settlement of their dispute.

Article 2. Principles of arbitral proceedings

- (1) The arbitral proceeding shall be conducted in accordance with the fundamental principles of arbitration, as set out by law: observance of fundamental human rights and freedoms, rule of law, freedom of arbitration, establishment of arbitration in accordance with the arbitration agreement, adversarial proceedings, equality of treatment, observance of the right to defense and confidentiality.
- (2) The arbitrators are bound to perform their duties independently and impartially throughout the arbitral proceedings.
- (3) All materials submitted by the parties to an arbitral proceedings are confidential. No person, other than the parties involved in the settlement of the dispute in accordance with these Rules, shall have access to the file without the written consent of the disputing parties.
- (4) The Court of Arbitration and its staff have the obligation to ensure the confidentiality of arbitration, and are prohibited from publishing or disclosing the information they are made aware of while performing their duties, without the written consent of the person to which such information refers, unless such information has been depersonalized in accordance with the law.
- (5) Arbitral awards may be published in their entirety only with the consent of the parties. Nevertheless, arbitral awards may be published in part, as a summary or as part of commentary on the legal issues examined therein, on the website of the Court of Arbitration, in magazines, papers, collections of arbitral case-law or other similar sources, only after the names of parties or other information that could be used to identify the parties is excluded.

Article 3. Terms

In these Rules:

- 1) a „party” or „parties” includes one or more claimants, respondents and one or more third parties joined to the arbitration in a request for arbitration;
- 2) „claimant” includes one or more claimants;
- 3) „respondent” includes one or more respondents;
- 4) „third party” includes one or more third parties, who is neither claimant nor respondent to the pending arbitration and whose joinder to this arbitration has been requested;
- 5) „arbitral tribunal” includes a sole arbitrator or a panel of arbitrators;
- 6) „arbitrator” includes one or more arbitrators.

Article 4. Arbitration agreement. Exchange of submissions

- (1) An arbitration agreement is concluded either as a clause in the main contract, referred to as the arbitration clause, or as a separate agreement.
- (2) In domestic arbitration, an arbitration agreement is deemed concluded through the submission by the claimant of a request for arbitration and the acceptance by the respondent for such request to be settled in accordance with these Rules. In international arbitration, an arbitration agreement is deemed concluded where there is an exchange of a request for arbitration and a response to a request for arbitration, wherein one party alleges the existence of such agreement and the other party does not challenge such allegation.
- (3) The conclusion of an arbitration agreement excludes, in relation to the dispute to which it relates, the competence of state courts, except for such limited functions granted to state courts by applicable law.
- (4) Arbitration may be established validly by a unilateral legal act by the insertion of a clause to this end.

Article 5. Communication of documents

- (1) Any documents, evidence, materials and information in relation to an arbitration file shall be communicated by any means of communication, that ensures the transmission of the text contained therein and a

confirmation of personal receipt of such document by the addressee and/or at the seat or last postal address specified by the addressee, including (without limitation to) by registered letter, with notice of delivery or confirmation of receipt, bailiff, personal delivery signed for by the addressee. If the addressee refuses to receive such document, the person empowered to deliver it records such refusal.

- (2) Where communication by one of the methods set out in para.(1) above is without effect, notwithstanding the principle of confidentiality and only with the written consent of the other parties, the President of the Court of Arbitration (hereinafter "the President") may order the publication in the Official Monitor of the Republic of Moldova (*Monitorul Oficial al Republicii Moldova*) of a notification to the addressee on commencement of arbitral proceedings, while specifying the name of the Court of Arbitration, number of the arbitration file and information relating to the possibility to review the arbitration file at the seat of the Court of Arbitration.
- (3) Persons refusing acceptance of a communicated document are notified about the commencement of arbitral proceeding by means of publication and shall be deemed to have received the document and shall be presumed to have had timely access to all documents, evidence, materials and information from the arbitration file.
- (4) In case hearings are postponed, participants present or represented at those hearings need not to be additionally summoned.
- (5) After the file is transmitted to the arbitral tribunal and provided that at least the request for arbitration and the notice referred to in Article 8 para. (1) or Article 9 para. (2) hereof have been communicated to all parties in accordance with Article 5 para. (1) herein, the arbitral tribunal may decide on exact others methods of communication of documents, evidence, materials and information.
- (6) Proof of communication shall be appended to the file.
- (7) A period of time pertaining to any written communication shall be deemed met where such communication has been sent on the last day of such period, according to the form and in the manner set out herein. The time periods may be extended for justified reasons: before the file is transmitted to the arbitral tribunal - by the President, and after the

file has been transmitted to the arbitral tribunal - by the sole arbitrator or the presiding arbitrator.

- (8) All written communications and evidence shall be submitted in a number of copies sufficient for each arbitrator, each party and the Secretariat. Before the transmission of the file to the arbitral tribunal, all written communications shall be made by means of the Secretariat. After the transmission of the file to the arbitral tribunal, all written communications and evidence shall be communicated directly to each party, each arbitrator and the Secretariat.

Article 6. Representation and assistance

- (1) Each party may be represented or assisted by any person appointed by it in such capacity.
- (2) The names of representatives shall be communicated to all parties involved, the Secretariat and the arbitral tribunal. Such communication shall specify whether the appointment is being made for the purpose of representation or assistance.
- (3) Where a person is to act as a representative of a party, the arbitral tribunal, of its own motion or at the request of any party, may at any time require such representative to present a power of attorney as proof of authority granted to the representative.

CHAPTER II – Composition of the arbitral tribunal

Article 7. The arbitral tribunal. The number of arbitrators

- (1) The sole arbitrator or, as the case may be, the arbitral tribunal appointed to settle a given dispute shall constitute, for the purposes of these Rules, the arbitral tribunal of the Court of Arbitration.
- (2) The arbitrators shall be appointed or replaced in accordance with the arbitration agreement and these Rules.
- (3) The parties are free to determine the number of arbitrators. If the parties have not determined the number of arbitrators, the dispute shall be settled by three arbitrators. Notwithstanding the preceding sentence and/or, as the case may be, the number of arbitrators specified in the

arbitration agreement, if no other party has responded to the proposal of a party to appoint a sole arbitrator within the period of time set out in Article 8 para. (3) hereof, and/or to a proposal to appoint a second arbitrator within the period of time set out in Article 9 para. (4) hereof, the President shall, at the relevant request of an interested party, appoint a sole arbitrator in accordance with Article 8 para. (5) hereof.

- (4) The parties are encouraged to appoint arbitrators from among those listed on the List of arbitrators of the Court of Arbitration, but are free to appoint any other person that meets the legal requirements.
- (5) Notwithstanding the provisions of Article 8 and Article 9 hereof, one or more parties may request the President to appoint one or more arbitrators on their behalf. If the arbitral tribunal consists of three arbitrators, such a request from one or several parties sharing common interests shall not affect the right of the other parties to appoint an arbitrator on behalf of such other parties.
- (6) The arbitral tribunal shall be deemed constituted on the date when the presiding arbitrator accepts the appointment or, as the case may be, on the date when the sole arbitrator accepts the appointment.
- (7) From the moment it is constituted, the arbitral tribunal shall be deemed empowered to review the request for arbitration, as well as any other requests regarding the arbitral proceedings, with the exception of requests that, in accordance with the mandatory provisions of law, fall under the jurisdiction of judicial authorities.

Article 8. Appointment of sole arbitrator

- (1) Where, in accordance with the agreement of the parties or these Rules, the dispute is to be settled by a sole arbitrator and such sole arbitrator has not been appointed by the arbitration agreement and no method for the appointment of such sole arbitrator has been established, the party wishing to resort to arbitration shall send, by means of the Secretariat, a notice to the other party whereby the latter is invited to participate in the appointment of a sole arbitrator.
- (2) The notice provided for in para. (1) shall make reference to the arbitration agreement, briefly state the claims and their basis (the object of the dispute) and, as the case may be, state the name, address

and professional information regarding the sole arbitrator nominated by the party wishing to resort to arbitration.

- (3) In turn, the notified party shall send, by means of the Secretariat, within 15 days of receiving the notice, a response to the arbitrator appointment proposal.
- (4) If the parties have agreed to jointly appoint an arbitrator, but have not agreed on the arbitrator within 30 days of the date on which the other party has received the notice referred to in para. (1), the party wishing to resort to arbitration may request the President to appoint a sole arbitrator.
- (5) The President shall appoint the sole arbitrator within 15 days of receiving the request.

Article 9. Appointment of an arbitral tribunal consisting of three arbitrators

- (1) Where, in accordance with the agreement of the parties or these Rules, the dispute is to be settled by an arbitral tribunal composed of three arbitrators and such arbitrators have not been appointed by the arbitration agreement and no manner for the appointment of such arbitrators has been established, each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator.
- (2) The party that wishes to resort to arbitration shall send, by means of the Secretariat, a notice to the other party, specifying the name of the arbitrator it appoints and inviting the other party to, in turn, appoint an arbitrator.
- (3) The notice provided for in para. (2) shall make reference to the arbitration agreement, briefly state the claims and their basis (the object of the dispute), state the name, address and professional information regarding the arbitrator appointed by the party wishing to resort to arbitration.
- (4) In turn, the notified party shall send, by means of the Secretariat, within 15 days of receiving the notice, a response stating the name, address and professional information regarding the arbitrator it appoints.

- (5) If the opposite party does not appoint an arbitrator within such period, the President shall appoint an arbitrator at the request of the first party within 15 days of receiving such request.
- (6) Within 10 days of the arbitrators' final acceptance of appointment under Article 10 of the Rules, the two arbitrators shall proceed to appoint a presiding arbitrator. If the two appointed arbitrators fail to appoint a third arbitrator within such period at the request of either party, such arbitrator shall be appointed by the President within 15 days from the date of receiving such request.
- (7) In international commercial arbitration, each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator. If a party fails to appoint an arbitrator within 30 days of receiving the request of the other party or if the two appointed arbitrators are unable to appoint a third arbitrator within 30 days of their appointment, such arbitrator shall be appointed, at the request of either party, by the President within 15 days from the date of receiving such request.
- (8) If there are several claimants or several respondents, the parties that have common interests shall appoint a single arbitrator. In the event of disagreement between the parties, the joint arbitrator shall be appointed by the President at the request of either party, within 15 days of receiving such request. If the respondents have diverging interests in the dispute and fail to agree on the appointment of an arbitrator within the period of time provided for in para. (4), the President, at the request of the interested party and in compliance with para. (5), applied *mutatis mutandis*, shall appoint two arbitrators (including, where appropriate, by revoking any arbitrators already appointed), who, when so appointed, shall appoint a presiding arbitrator in accordance with para. (6).

Article 10. Acceptance of appointment by arbitrators

- (1) Within 5 days from the date an appointment is notified, each arbitrator and, as the case may be, the presiding arbitrator, shall draw up and sign a written statement of acceptance of appointment, in accordance with a form made available by the Secretariat.

- (2) The statement specified in para. (1) may be submitted on paper or electronically. The statement is required to contain the following:
 - a) agreement to serve as arbitrator in relation to respective case;
 - b) undertaking to comply with these Rules;
 - c) statement regarding the absence of grounds for incompatibility, as set out in Article 11 para. (3) hereof, likely to give rise to doubts regarding his/her impartiality or independence. If the arbitrator believes that he/she can perform his mandate as arbitrator independently and impartially even if such grounds exist, he/she shall disclose the relevant facts and circumstances;
 - d) statement that the arbitrator knows of no circumstances that could point to criminal offenses of money laundering and terrorist financing having been committed in connection to the arbitral proceedings;
 - e) signature.
- (3) Failure to sign submit the statement of acceptance within the time specified in para. (1) shall be construed as a refusal to serve as arbitrator.

Article 11. Challenging and withdrawal of arbitrators

- (1) Persons appointed as arbitrator are required to disclose, prior to accepting his/her appointment, any circumstance likely to give rise to justifiable doubts as to his/her impartiality or independence, or likely to violate the agreement of the parties. Throughout the arbitral proceedings, the arbitrator is required to disclose without delay the emergence of any such circumstances to the parties and the Secretariat.
- (2) An arbitrator may not be challenged unless there are circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence or if he/she does not possess the qualifications agreed by the parties or does not meet the legal requirements.
- (3) It shall be deemed that there are justifiable doubts as to the impartiality or independence of an arbitrator in the following situations, which shall not be exhaustive:
 - a) person is in one of the situations of incompatibility set out in the Code of Civil Procedure with regard to judges;

- b) person is an associate or member of the governing bodies of a legal entity taking part in the given arbitral proceedings;
 - c) person is in a labor relationship with one of the parties to the dispute, or with a company under control of one of the parties;
 - d) person has provided consulting services to one of the parties, has assisted or represented one of the parties in relation to the dispute in question or has testified in any of the previous stages of the proceeding;
 - e) the person, its associate attorneys or associates, its trainee attorneys or the trainee attorneys of such person's associate attorneys, have rendered or are rendering services in relation to the dispute settled by arbitration; or
 - f) there are other factual or legal circumstances which may affect the impartiality or independence of such person.
- (4) A party may not challenge the arbitrator appointed by it except for reasons that have occurred of which such party became aware of after the appointment has been made.
- (5) The parties are free to agree on a procedure for challenging arbitrators. Unless the parties have agreed otherwise, the party intending to challenge an arbitrator shall state the reasons for the challenge in writing to the Secretariat within 15 days of the date when it became aware of the appointment of the relevant arbitrator or of the circumstances justifying the submission of a challenge.
- (6) The notice of challenge of an arbitrator shall be communicated to all parties to the dispute, the challenged arbitrator and the other arbitrators involved in settling the dispute. The notice shall contain the reasons for the challenge.
- (7) All of the parties may agree concerning the challenge of the arbitrator. The challenged arbitrator may also make a statement of withdrawal; such statement not implying acceptance of the validity of the grounds for the challenge. The statement of withdrawal shall be made in writing. The requirement of being made in writing shall be deemed met where the statement is recorded in the minutes of the hearing, as the case may be, and is signed by the relevant arbitrator.

- (8) If the challenged arbitrator does not withdraw, or if the other party does not accept the challenge within 15 days of the date on which the relevant arbitrator has received the notice of challenge, the Steering Committee, at the motion of an interested party, shall decide on the challenge within 30 days of receiving the motion. In order to decide on the challenge of the arbitrator, the Steering Committee shall request comments from the challenged arbitrator and the parties, and, where appropriate, from other persons. All comments shall be communicated to the parties and the arbitrators. Failure to submit comments within the period of time established by the Steering Committee shall not preclude it from ruling on the request for challenge. The decision of the Steering Committee on the challenge of an arbitrator is not subject to appeal.

Article 12. Grounds of termination of arbitrator's appointment

- (1) Appointment of an arbitrator shall terminate in the event of withdrawal or a successful challenge, death, inability to take part in the dispute settlement, or in other situations where the arbitrator does not take part in the proceedings for an unjustified period, as well as for other reasons specified herein.
- (2) The termination of an arbitrator's mandate, where such arbitrator has not taken part in the dispute settlement for an unjustified period or is unable to take part, shall be established, at the request of a party, by a decision of the President after reviewing the circumstances of the given situation.

Article 13. Replacement of arbitrator

In the event of termination of the appointment of an arbitrator, such arbitrator shall be replaced in accordance with the provisions governing the appointment of such arbitrator.

Article 14. Repetition of hearings in the event of replacement of an arbitrator

If an arbitrator is replaced, the arbitral proceedings shall resume at the stage where the relevant arbitrator's appointment has been terminated, unless the arbitral tribunal decides otherwise.

Article 15. Liability of arbitrators

- (1) An arbitrator shall be liable for damages under the law if such arbitrator:
 - a) after accepting appointment, unjustifiably relinquishes his/her appointment;
 - b) without a justified reason, fails to take part in the arbitral proceedings or fails to issue an award for an unjustified period;
 - c) fails to observe the confidentiality of arbitration, having published or disclosed information of which he/she has been made aware as arbitrator without the consent of the parties; and/or
 - d) commits a glaring violation of his/her obligations under the law and/or these Rules.
- (2) With the exception of the reasons for liability set out in para. (1), the parties waive any claim against the arbitrators, the Court of Arbitration (including all its constituent parts, including the employed and appointed personnel of the Court of Arbitration) and any other person appointed by the arbitral tribunal based on any act or omission in connection with the arbitral proceedings.

CHAPTER III – Arbitral proceeding

Section 1. General considerations

Article 16. General provisions

- (1) Subject to these Rules, the arbitral tribunal may conduct the arbitral proceedings in such manner as it considers appropriate, in compliance with the provisions of Article 2 hereof.
- (2) The arbitral tribunal shall decide, at the request of any party or a third party, regarding the joinder of one or more third parties in the arbitral proceedings as a party to such proceedings, provided such person is a party to the arbitration agreement (made by the agreement of the

parties involved, expressed in writing before or during the arbitral proceedings), unless the arbitral tribunal finds, after hearing all parties, including the person requesting to be joined, that joinder should not be permitted because of prejudice to any of the parties.

- (3) At the request of a party, two or more arbitral proceedings may be consolidated if: (i) the parties agree to the consolidation or (ii) the same arbitrator was appointed and the place of arbitration is the same in all the arbitration agreements underlying the claims. The Steering Committee shall decide on the requests for consolidation after hearing the parties and the appointed arbitrators. When making its decision, the Steering Committee shall take into account all relevant circumstances, including compatibility between the arbitration agreements and the stage of the arbitral proceedings.

Article 17. Duration and place of arbitration

- (1) The arbitral proceedings shall be deemed commenced from the date of receipt of the request for arbitration by the Secretariat.
- (2) Unless the parties have agreed otherwise, the arbitral tribunal shall render its award within 6 months from the date of its constitution.
- (3) Periods of time shall be suspended for the duration of the following events: mediation procedure, decision on request for challenge, replacement of arbitrators, conducting an expert determination ordered by the arbitral tribunal or other situations where the tribunal suspends the arbitral proceedings.
- (4) The parties may agree, at any time during the proceedings, to extend the duration of arbitration, either in writing or by a verbal statement, made before the arbitral tribunal and recorded in the minutes of the hearing.
- (5) As an exception, the arbitral tribunal may establish, by means of an order, a longer period of time for conducting the arbitral proceedings or to extend the proceedings, taking into account the complexity of the dispute, when it is determined that one of the parties directly or indirectly obstructs the conduct of the arbitral proceedings or for other justified reasons.

- (6) If the arbitral proceedings cannot be finalized within the period of 6 months set out herein, the arbitral tribunal shall inform the Steering Committee and the parties to the dispute in writing regarding the reasons relating to exceeding the term. Nevertheless, the competence of the arbitral tribunal shall not be affected by such delay.
- (7) The place of arbitration shall be determined by the written agreement of the parties. In the absence of such agreement, the place of arbitration shall be Chisinau, Republic of Moldova. The hearings of the arbitral tribunal shall be held at the seat of the Court of Arbitration. At the proposal of the parties or based on the circumstances of the case, the arbitral tribunal may decide to hold arbitral hearings in another place. The expenses incurred by the conduct of the arbitral hearings in a place requested by the parties shall be borne by such parties.

Article 18. Expedited arbitral proceedings

- (1) The Additional Rules for Expedited Arbitral Proceedings (hereinafter the "Additional Rules"), contained in Annex II hereof, shall apply to all claims the value of which does not exceed the equivalent in MDL of USD 25,000, converted at the official rate of the National Bank of Moldova on the date of receipt of the request for arbitration by the Secretariat, unless the parties have explicitly waived in writing the application of the Additional Rules.
- (2) The parties may agree to apply the Additional Rules in relation to other categories of disputes.

Article 19. Language of the arbitral proceedings

- (1) The parties are free to determine the language or languages of the arbitral proceedings. Unless the parties have agreed to this end, the arbitral tribunal shall determine the language/languages of the arbitral proceedings and, where appropriate, the other languages that may be used in the arbitral proceedings. Prior to the constitution of the arbitral tribunal, the Secretariat shall receive documents in Romanian, Russian or English, and, when such documents are in another language - together with their translation into one of these languages, certified by

the translator or together with a statement issued under the responsibility of the submitting party.

- (2) The agreement of the parties or the order of the tribunal on the language of the proceedings shall apply to any written statement of the parties, any hearing, award, decision or communication of the arbitral tribunal.
- (3) The arbitral tribunal may order any or some written evidence to be accompanied by a translation certified by the translator or by a statement issued under the responsibility of the submitting party, in the language or languages agreed by the parties or determined by the arbitral tribunal.

Article 20. Arbitration costs

- (1) The arbitration costs include the following: registration fee; arbitration fee, which is composed of the administrative fee and the fees for arbitrator; expenses for the administration of evidence; experts' and translators' fees; legal expenses; travel expenses and other expenses related to the arbitration of dispute.
- (2) The registration fee and the administrative fee cover the services provided by the Court of Arbitration when organizing and conducting the arbitration. The registration fee is non-refundable.
- (3) The arbitration costs shall be determined and paid in accordance with the Rules on Arbitral Fees and Costs.
- (4) Unless these Rules or the Rules on Arbitral Fees and Costs state otherwise, the arbitration fee shall be paid by both parties (both groups of parties with common interests) in advance and in equal shares.

Article 21. Allocation of arbitration costs

- (1) The arbitration costs shall be borne in accordance with the agreement of the parties.
- (2) In the absence of such an agreement, the arbitration costs shall be allocated by the arbitral tribunal and shall be borne by the party that lost the arbitration, taking into account the full or partial grant of the claim. If the request for arbitration is granted in part, the arbitration costs shall be distributed proportionally to the granted claims. When

allocating the arbitration costs, the arbitral tribunal shall take into account all the circumstances of the case, including the conduct of the parties and the reasonable nature of the costs incurred by the parties.

Section 2. Referral to the Court of Arbitration and preparing the dispute for debates

Article 22. Content of the request for arbitration

- (1) The party wishing to resort to arbitration may submit a request for arbitration to the Court of Arbitration. The request for arbitration shall be submitted together with the notice referred to in Article 8 or Article 9 hereof or within 15 days of submitting such notice. The claimant may choose whether the notice submitted under Article 8 and Article 9 hereof is to be treated as a request for arbitration, provided that such notice fulfills the requirements of the law and these Rules regarding the contents of the request for arbitration.
- (2) The request for arbitration shall include the following:
 - a) with regard to natural persons, name and address, with regard to legal entities, name and the registered office, or the residence of the parties; additionally, it may also include the telephone number, fax, email;
 - b) name of the person representing the party to the dispute (where applicable);
 - c) reference to the arbitration agreement;
 - d) the factual and legal reasons, as well as the evidence upon which the request relies;
 - e) object and amount of the claim, including the calculations by which such amounts were arrived at;
 - f) name and address of the person appointed as arbitrator;
 - g) signature of the party.
- (3) The request for arbitration shall have attached the power of attorney confirming the powers of the representative in accordance with para. (2) letter b), a copy of the contract which includes the arbitration agreement or, as the case may be, the separate arbitration agreement,

and proof of payment of fees in accordance with the Rules on Arbitral Fees and Costs.

- (4) Documents shall be submitted as copies certified by the party, however the arbitral tribunal may request the originals at any time.
- (5) The request for arbitration and the annexes thereto shall be submitted on paper, in a number of copies equal to the number of respondents, plus one copy for the file and one for each arbitrator. Alternatively, the request and annexes may be submitted by fax or email to the number or, respectively, the electronic address stated on the website of the Court of Arbitration.

Article 23. Registration of request for arbitration

- (1) The request for arbitration, together with the proof of payment of fees set out in the Rules on Arbitral Fees and Costs, shall be registered with the Secretariat.
- (2) The request for arbitration shall be registered even if the fees referred to in para. (1) are not paid in full, however the Secretariat shall in such cases grant the claimant a period of time of 5 days to pay the fees, which period shall start on the date of receipt of the Secretariat's communication to this end.
- (3) If no proof of payment of fees is made within the established period of time and in accordance with the Rules on Arbitral Fees and Costs, the request for arbitration shall be returned by order of the President.
- (4) In exceptional cases, at the request of the claimant, the President, by a reasoned order, may amend the period of time and manner of payment of fees set out in the Rules on Arbitral Fees and Costs, taking into account the circumstances of the case and the interests of the parties.
- (5) The date of submission of the request for arbitration shall be the date on which it is received by the Court of Arbitration.

Article 24. Requesting additional information

If the request for arbitration does not contain all the elements specified in Article 22 para. (2) hereof, the Secretariat shall immediately notify the party, requesting it to supplement the application within 10 days of receiving the

notification. If such period is not met, the request for arbitration shall be returned by order of the President.

Article 25. Information relayed to the respondent

- (1) After payment of the fees referred to in the Rules on Arbitral Fees and Costs, subject to Article 23 para. (4) hereof, and, where appropriate, subject to supplementing the request for arbitration, the Secretariat shall send the respondent a copy of the request for arbitration, together with the annexes thereto.
- (2) The Secretariat shall notify the respondent regarding the amount and manner of payment of fees in accordance with the Rules on Arbitral Fees and Costs.

Article 26. Payment of arbitral costs

- (1) Within 14 days of receiving the notification from the Secretariat, the respondent shall pay fees in the amount set out in the Rules on Arbitral Fees and Costs.
- (2) Where the respondent fails to pay the fees within the established period of time, the claimant shall be asked to advance all outstanding fees in accordance with the Rules on Arbitral Fees and Costs, being granted for such purpose a new period of 14 days.
- (3) If proof of payment of fees is not made in the manner communicated by the Secretariat, the request for arbitration shall be returned by order of the President and the fees already paid shall be refunded, with the exception of such fees that are non-refundable in accordance with the Rules, within 15 days from the date of return of the request for arbitration.
- (4) At the request of the parties, the President, by a reasoned order, may amend the period of time and manner of payment of fees, taking into account the circumstances of the case and the interests of the parties.

Article 27. Advance payment and guarantee of arbitration costs

- (1) The President or the arbitral tribunal, once it is constituted, may order the parties to make advance payments, additional advance payments and/or a guarantee to cover arbitration costs. The arbitral tribunal may

cease the arbitral proceedings if such advance payments or guarantees are not made within the set period.

- (2) Where a party fails to make advance payments or the guarantee as set out in para. (1), the other party may deposit the outstanding amounts as an advance payment or guarantee instead of the other party.

Article 28. Respondent's statement of defense

- (1) Within 30 days of receiving the copy of the request for arbitration or within such shorter period of time agreed by the parties or determined hereunder, the respondent shall submit a defense, outlining any objections regarding the claimant's request for arbitration, the factual and legal responses to such request, the evidence provided in defense and, accordingly, the information referred to in article 22 para. (2) hereof. The respondent may elect to treat its response to the notice submitted in accordance with Article 8 and Article 9 hereof, as a defense provided that such response complies with the requirements of this article regarding the defense.
- (2) Objections regarding the existence or validity of the arbitration agreement, the constitution of the arbitral tribunal, the limitations of the powers delegated to the arbitrators and other defenses which the respondent did not mention in the defense should be made no later than the first appearance before the tribunal, or be otherwise deemed waived.
- (3) Where an arbitral proceeding is conducted solely on the basis of written submissions, documents and other written evidence submitted by the parties and without oral debates, the respondent shall raise any objection no later than 15 days from the date of submission of the defense, and where the decision to conduct the arbitral proceedings solely on the basis of written submissions, documents and other written evidence is made by the arbitral tribunal at a later stage, any objection is to be raised within 15 days following such decision or in another period of time, as established by the arbitral tribunal. At a later date, the respondent's right to make such objections shall be deemed waived.

- (4) The respondent shall communicate a copy of the defense and accompanying documents to the claimant and each arbitrator, submitting proof of communication to the Court of Arbitration.
- (5) Failure to submit or communicate the defense shall not be deemed recognition of the claimant's claims.

Article 29. Amendment to the request for arbitration or defense

During the course of the arbitral proceeding, a party may amend and/or supplement its request for arbitration or defense, unless the arbitral tribunal considers such amendment and/or supplementation inappropriate having regard to the delays in making it or prejudice to other parties or any other circumstances. However, a request for arbitration or a defense may not be amended or supplemented in such a manner so as to exclude itself from under the jurisdiction of the arbitral tribunal.

Article 30. Joinder of third parties

- (1) The joinder of a third party in an arbitration, as well as the manner of such joinder, shall be decided by the arbitral tribunal upon the request of a party or a third party after hearing all parties and the third party to be joined, as well as after considering all relevant circumstances.
- (2) The request for joinder shall include the following information:
 - a) full name, address and other contact details of the third party;
 - b) grounds upon which the request for joinder is based; and
 - c) manner of joinder of the third party.
- (3) If a request for joinder of a third party is made with a request for arbitration, the following conditions shall be met:
 - a) the request shall be submitted to the Secretariat. The provisions of Article 22 to 27 hereof shall apply by analogy. The Secretariat shall communicate the request for arbitration to the third party to be joined as well as to the other parties for their comments. If the joinder is requested by the third party, the Secretariat shall communicate copies of the request for joinder to the parties to the pending arbitral proceedings, requesting them to comment on the receipt of the request.

- b) the third party may take part in the constitution of the arbitral tribunal under Article 8 and 9 hereof if no arbitrator has yet been appointed.
- c) the arbitral tribunal may return the request for arbitration with a request for joinder of a third party to the Secretariat to be treated in separate arbitral proceedings. In this case, the President shall order that the arbitral tribunal is constituted anew in accordance with Article 8 and 9 hereof.

Article 31. Counterclaim

- (1) Where the respondent has claims towards the claimant or third parties arising out of the same legal relationship, the respondent may submit a counterclaim to the Secretariat, which shall be settled together with or separately from the main request for arbitration. In the latter case, the arbitral tribunal shall decide, by means of an order, after consultation with the parties and taking into account the circumstances of the case, the counterclaim to be settled separately from the main request for arbitration as part of another arbitral procedure.
- (2) The counterclaim shall be submitted within the period of time for submission of the defense or, at the latest, on the date of the first appearance before the tribunal and shall meet the same requirements as the main request for arbitration.
- (3) The claims under the counterclaim shall be subject to the fees and costs determined in accordance with the Rules on Arbitral Fees and Costs. Articles 22 to 27 hereof shall apply accordingly.
- (4) The respondent shall communicate a copy of the counterclaim and accompanying documents to the Secretariat, the claimant and each arbitrator.

Article 32. Preparing the dispute for arbitral debates. First appearance before the tribunal

- (1) Following the constitution of the arbitral tribunal, the Secretariat shall immediately transmit the case file to the arbitral tribunal, recording such transmission in writing and stating the date of transmission. The Secretariat shall transmit the case file to the arbitral tribunal through

the presiding arbitrator or sole arbitrator, with such transmission to be signed for upon receipt.

- (2) After the expiry of the period of time for the submission of defense, the arbitral tribunal shall check the stage of preparedness of the dispute for the arbitral debates and, if deemed necessary, shall order the appropriate measures to complete the file.
- (3) After conducting the checks referred to in para. (2), the arbitral tribunal shall establish, where appropriate, a date for the first hearing and shall order the summoning of parties.
- (4) The date of receipt of summons and the date on which the arbitral debates shall commence shall be at least 15 days apart.
- (5) Parties shall be assured the opportunity to inspect all documents and materials related to the dispute deferred to arbitration by the other party or other persons.

Article 33. Oral proceeding and written proceeding

- (1) At the justified request of either party, the arbitral tribunal shall hold hearings for the submission of evidence and conduct of oral debates. In the case of international commercial arbitration, in the absence of such requests, the arbitral tribunal shall decide whether to conduct hearings or administer the arbitral proceedings on the basis of documents and any other materials.
- (2) In the case of domestic arbitration, the arbitral tribunal shall, when settling the dispute, conduct oral debates, unless the parties have agreed on conducting arbitral proceedings solely on the basis of submitted documents or where the parties have waived holding debates.
- (3) The arbitral tribunal may, in agreement with both parties, order that certain stages of the proceedings are to be conducted by written correspondence or by e-mail.
- (4) The Parties shall be timely notified of any interview or hearings held by the arbitral tribunal.
- (5) The arbitral tribunal may decide, after consulting the parties, to hold hearings through personal participation, video and/or teleconference.

Debates and interviews of witnesses shall be conducted by personal participation and/or teleconference.

Article 34. Verifying the jurisdiction of arbitral tribunal. Pleas as to the lack of jurisdiction

- (1) The arbitral tribunal shall decide on its jurisdiction, as well as on any objections regarding the existence or validity of the arbitration agreement. For this purpose, an arbitration clause contained in a contract shall be treated as an agreement independent of the other terms of the contract (severability principle). A decision of the arbitral tribunal that the contract is invalid shall not automatically entail the invalidity of the arbitration clause.
- (2) A plea that the arbitral tribunal does not have jurisdiction to settle the dispute may be made no later than the date of the first appearance before the tribunal, unless otherwise set out herein or decided by the arbitral tribunal. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A statement that the arbitral tribunal is exceeding its jurisdiction shall be raised as soon as the matter that, in the view of a party, is beyond the jurisdiction of the arbitral tribunal is raised during the arbitral proceedings.
- (3) The arbitral tribunal may decide on the statement referred to in para. (1) as a preliminary matter or in its award on the merits of the dispute.
- (4) In the case of domestic arbitration, the decision by which the arbitral tribunal rules that it has jurisdiction can be challenged before a judicial authority only together with the final arbitral award on the merits of the dispute.

Article 35. Interim measures

- (1) During the arbitral proceedings, the arbitral tribunal may grant interim measures and establish certain factual circumstances. In the event of rejection, the enforcement of such measures shall be ordered by a judicial authority.

- (2) An interim measure is a temporary measure by which, at any time prior to the issuance of the award on the merits of the case, the arbitral tribunal orders, inter alia:
 - a) to maintain the status quo pending determination of the dispute;
 - b) to grant action that would prevent, or refrain from taking action that is likely to cause current or imminent harm to a party or prejudice to the arbitral process itself;
 - c) to grant measures of preserving assets out of which a subsequent arbitral award may be satisfied; and/or
 - d) to preserve evidence that may be relevant to the resolution of the dispute.
- (3) The party requesting an interim measure under para. 2 letters (a) to (c) shall satisfy the arbitral tribunal that the following requirements are met:
 - a) harm not adequately reparable by an award of damages is likely to result if the interim measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the interim measure is directed if the measure is granted; and
 - b) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal with regard to the settlement of the dispute.
- (4) With regard to a request for an interim measure under para. 2 letter (d), the requirements set out in para. 3 letters (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.
- (5) The arbitral tribunal may require the party submitting a request for an interim measure to provide a guarantee securing the compensation of damages that may arise in connection with the measure.
- (6) The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted and may terminate or suspend the interim measure at any time during the arbitral proceedings at the request of the party against whom such interim measure has been ordered.

- (7) A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the arbitration agreement and shall not be deemed a waiver of that agreement.

Article 36. Emergency arbitrator

- (1) A party that requires urgent interim measures prior to the constitution of an arbitral tribunal, may make a request for such measures pursuant to the rules set out in Annex III hereto. Any such request shall be accepted only if it is received by the Secretariat prior to the transmission of the file to the arbitral tribunal appointed pursuant to Article 8 or Article 9 hereof for the settlement of the dispute.
- (2) The emergency arbitrator's ruling shall take the form of a partial arbitral award. The parties undertake to comply with any such partial arbitral award made by the emergency arbitrator.
- (3) The emergency arbitrator's ruling shall not bind the arbitral tribunal. The arbitral tribunal may modify, terminate or annul any ruling made by the emergency arbitrator.
- (4) The arbitral tribunal shall decide upon any party's requests related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or refusal to comply voluntarily with the partial arbitral award of the emergency arbitrator.
- (5) The provisions on emergency arbitrators shall not apply to the following situations:
- a) the arbitration agreement was concluded before the date on which the Rules came into force;
 - b) the parties have agreed to opt out of the provisions on emergency arbitrators; or
 - c) the parties have agreed to another procedure for the granting of interim measures.
- (6) The provisions on emergency arbitrators are not intended to prevent any party from seeking interim measures from a competent judicial authority.

Section 3. Hearings and debates

Article 37. Procedural timetable

The arbitral tribunal shall approve, after consulting with the parties, by order, a timetable of the arbitral proceedings, listing the procedural acts to be carried out and the corresponding periods of time. Depending on the progress of the arbitral proceeding, the requests of parties and circumstances of the case, the arbitral tribunal may at any time amend this timetable, communicating to the parties without delay any amendments to the agreed timetable. The approved procedural timetable shall be binding on the parties, unless the arbitral tribunal decides otherwise.

Article 38. Hearing

- (1) When taking part in hearings, parties may attend in person or through representatives and may be assisted by any person.
- (2) By default, the dispute shall be heard in private hearings. Hearing the disputes in public hearings shall be permitted only with the consent of all parties.
- (3) The arbitral debates shall be recorded in the minutes of the hearing. Any ruling of the arbitral tribunal shall take the form of an order and shall be reasoned.
- (4) The presiding arbitrator shall determine the order of the interviews and shall preside over the debates. During hearings, the arbitrators and the parties may speak and ask questions with the permission of the presiding arbitrator.

Article 39. Effects of failure to attend arbitral hearings

The failure of a party that was summoned pursuant to the provisions hereof shall not prevent the hearing of the dispute, unless the absent party raises, no later than the day before the hearing, justified reasons for postponing the hearing and informs the other party and the arbitral tribunal. Postponement may be requested only once.

Article 40. Settling the dispute in absentia

- (1) If both parties, having been lawfully summoned, do not make an appearance at the hearing, the arbitral tribunal shall settle the dispute

in the absence of the parties, except where postponement was requested for justified reasons.

- (2) The arbitral tribunal may also postpone the proceedings and summon the parties if it deems their presence necessary for the debates or the production of evidence.

Article 41. Adjournment of debates

At the request of any party or of its own motion, the arbitral tribunal may announce an adjournment of the debates for a reasonable period of time if it is necessary for the parties to produce new evidence or additional documents. The debates shall be adjourned by reasoned order, which shall be communicated to and signed for by the parties.

Article 42. Evidence

- (1) Each party shall have the burden of proving the facts relied on to support its claims or objections.
- (2) The production of evidence shall take place during arbitral hearings. However, the arbitral tribunal may order the production of evidence to be performed before an arbitrator who is part of the tribunal.
- (3) The admissibility and relevance of the evidence produced shall be assessed by the arbitrators based on their own views.
- (4) Unless otherwise directed by the arbitral tribunal, statements by witnesses invited by the parties to make depositions regarding any factual matters may be presented in writing and signed by them, provided the parties shall be provided the opportunity to orally examine/cross-examine witnesses.
- (5) At any time during the arbitral proceedings, the arbitral tribunal may require the parties to produce written clarifications regarding the facts of the dispute, and may require the production of any evidence pursuant to the law within such a period of time as the arbitral tribunal shall determine.
- (6) If a party fails to produce written evidence without valid reason, the arbitral tribunal may continue the arbitral proceedings and issue its award based on the available materials, unless the parties have agreed otherwise, and may deem such failure to produce as it sees fit, including

by concluding that the production of the requested evidence would have adverse consequences on the party from which it was requested.

Article 43. Ordering of expertise

- (1) To clarify certain matters that require special knowledge in science, technology, art and other fields, the arbitral tribunal may order one or multiple expert determinations at the request of one or more parties, as well as of its own motion.
- (2) Unless the parties have agreed otherwise, the arbitral tribunal may appoint one or more experts (including as expert witnesses) to produce one or more reports on questions that have arisen during the arbitral proceedings. The order by which the arbitral tribunal orders the expert determination shall contain the questions posed to the expert and shall be communicated to the parties to the arbitral proceedings.
- (3) Before accepting his/her appointment, each expert shall submit to the arbitral tribunal and the parties a description of his/her qualifications, a statement of his/her independence and impartiality, as well as an estimate of the fees and costs of the expert determination. Within the time ordered by the arbitral tribunal, the parties shall make objections regarding the expert's qualifications, independence, impartiality or the amount of his/her fees and/or the costs of the expert determination. The arbitral tribunal shall examine such objections promptly to decide whether these are justified and can be accepted. After the appointment of the expert, the parties may make objections regarding the expert's qualifications, impartiality or independence only if such objections are based on circumstances of which the relevant party became aware following the appointment of the expert. In this case, the arbitral tribunal shall decide promptly what, if any, action to take.
- (4) The arbitral tribunal may require the parties to provide experts with any relevant information or allow them access to any relevant documents or goods the examination of which is required. Any dispute between a party to the arbitral proceedings and an expert as to the relevance of the requested information shall be settled by the arbitral tribunal. The amount of the fees and costs of the expert determination shall be paid in advance by the parties pursuant to an order of the arbitral tribunal.

- (5) Upon receipt of the report of each expert, the arbitral tribunal shall communicate a copy of the report to each party, which shall be given the opportunity to express, in writing, its opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.
- (6) After the report is delivered, if either party requests or the arbitral tribunal deems it necessary, the expert shall be invited to attend a hearing, and the parties shall be able to interrogate the expert. The amount of the expert's fees and costs to attend the hearing shall be paid in advance by the parties pursuant to an order of the arbitral tribunal.

Article 44. Effects of default

If, within the period of time established herein, agreed by the parties or granted by the arbitral tribunal, without showing sufficient cause:

- a) the claimant has failed to communicate its request for arbitration to the arbitral tribunal, the arbitral tribunal shall terminate the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to issue a decision in this regard; and/or
- b) the respondent has failed to communicate its response to the notice sent by the claimant or its defense, the arbitral tribunal shall order that the arbitral proceedings continue, without treating such failure in itself as an admission of the claimant's claims. The provisions of this paragraph also apply to a claimant's failure to submit a defense to a counterclaim.

Article 45. Closing of hearings

- (1) After reviewing the evidence, examining witnesses and concluding the debates, the arbitral tribunal shall close the proceedings.
- (2) In exceptional cases, at the request of a party or of its own motion, the arbitral tribunal may continue the arbitral hearings at any time pending the arbitration award.

Article 46. Minutes of hearings

- (1) The arbitral debates shall be recorded in the minutes of the hearing.

- (2) Any ruling of the arbitral tribunal shall be recorded in the minutes and shall be reasoned.
- (3) The minutes shall include a brief description of the conduct of the hearing, the requests and submissions of the parties, the reasons behind the measures that were ordered, the rulings, the signatures of the arbitrators, as well as other provisions set out herein.
- (4) After issuing the arbitral award, both the arbitration file, including the minutes of the hearings (the original), as well as other materials, shall be kept pursuant to Article 54 para. (7) hereof.

Article 47. Audio and/or video recordings of arbitral hearings

Audio and/or video recordings of arbitral hearings are allowed only with the consent of both parties or, in the event of lack thereof, at the request of either party and by order of the arbitral tribunal.

Article 48. Parties' right to information

- (1) The parties have the right to inspect the contents of the minutes and all the documents in the file. However, such access must be reasonable and not unduly pursue the goal of extending the duration of the proceedings.
- (2) At the request of either party or of its own motion, the arbitral tribunal may correct the clerical errors or omissions in the contents of the minutes or the orders by means an order issued pursuant to Article 54 hereof.

Article 49. Waiver of right to object

If a party which, knowing that a provision hereof or of the arbitration agreement has not been complied with, nevertheless proceeds with the arbitration without immediately raising objections to such failure to comply and where a period of time is set for making objections, then, following the expiry of such period, such party shall be deemed to have waived the right to make objections, unless it can prove that, in the given circumstances, the failure to object was justified.

CHAPTER IV – The Arbitral Award

Article 50. Disposition acts of the arbitral tribunal

- (1) The arbitral proceedings shall be closed when the arbitral tribunal makes the final award or an order pursuant to para. (2).
- (2) Matters submitted to arbitration for settlement on the merits shall be settled by an award. When the arbitral procedure is terminated without a decision being reached on the matters deferred to arbitration, such termination shall be done by an award. Other rulings of the arbitral tribunal that are not included in the award shall take the form of an order.
- (3) The arbitral tribunal shall terminate the arbitral proceedings in the following situations:
 - a) the claimant withdraws its claim, unless the respondent objects, and the arbitral tribunal recognizes that the respondent has a legitimate interest that the dispute be finally settled;
 - b) the parties have agreed on terminating the arbitral proceedings; and/or
 - c) the arbitral tribunal finds that, due to various reasons, the continuation of the proceedings has become unnecessary or impossible.
- (4) If the claimant waives arbitration prior to the constitution of the arbitral tribunal, the arbitral proceedings shall be terminated by order of the Steering Committee.

Article 51. Settlement

- (1) If, during the arbitral proceedings, the parties reach a settlement, at the parties' request, the arbitral tribunal shall approve such settlement by means of an award and shall terminate the arbitral proceedings.
- (2) The arbitral award referred to in para. (1) shall be issued in accordance with Article 52 hereof. Such an award has the same status and is enforced in the same manner as an arbitral award on the merits of the dispute.

Article 52. Passing the award

- (1) In all cases, the award pronouncement shall be preceded by private deliberations involving all arbitrators, participating in person.
- (2) If the arbitral tribunal consists of 3 arbitrators, the award shall be made by majority vote. If an opinion does not accumulate a majority of votes, the opinion of the presiding arbitrator shall prevail. The arbitrator who has a dissenting opinion on the dispute shall append it thereto, citing the relevant reasons.

Article 53. Form and contents of award

- (1) The award shall be made in writing and signed by all members of the arbitral tribunal or, as the case may be, the sole arbitrator, stating the reasons for the absence of one of the signatures.
- (2) The arbitral award shall include:
 - a) the composition of the arbitral tribunal, the date and place where the award is made;
 - b) the name and domicile, with regard to natural persons, the name and registered office, with regard to legal entities, or residence of the parties;
 - c) reference to the arbitration agreement under which the arbitral proceedings are held;
 - d) object of the dispute;
 - e) factual and legal reasons of the decision, and, with regard arbitration in equity, the reasons underlying the solution;
 - f) the ruling;
 - g) signatures of arbitrators;
 - h) other provisions.

Article 54. Interpretation, supplementation and correction of the award

- (1) At the request of either party, the arbitral tribunal shall make an award interpreting the provisions of the arbitral award within 30 days from the date on which the award was made. A request for interpretation may be made no later than 30 days from the date the arbitral award is communicated to the party.

- (2) Clerical, computational or other similar errors or omissions in the award can be corrected by the arbitrators, by an order, at the request of either party or of their own motion, within the period of time set out in Article 54 para. (1).
- (3) If, when making its award, the arbitral tribunal has not ruled regarding a claim, either party or arbitrator, acting of his/her own motion, may request, within 15 days of receiving or, as the case may be, from the date on which the award was made, that it be supplemented. The supplementing award shall be made within 25 days after the arbitrators receive the relevant request.
- (4) The arbitral tribunal may extend the period of time for the making of corrections, the interpretation or supplementation of the arbitral award where it deems necessary and only for justified reasons.
- (5) The supplementing award, the interpretation award and the order for the correction of errors shall be made in a hearing to which the parties are summoned. These documents constitute a part of the arbitral award. A party may request the arbitral tribunal to correct or to supplement an arbitral award only if it notifies the other party.
- (6) The parties shall not be required to pay the costs of supplementation, interpretation or correction of the arbitral award.
- (7) The file shall be kept in the archives of the Court of Arbitration.

Article 55. Award on costs

- (1) To the extent that the parties have not agreed otherwise, the arbitral tribunal shall decide, by an arbitral award, what are the shares by which the parties shall bear the costs of the arbitral proceedings, including the costs of taking part in the arbitration. The arbitral tribunal shall decide on the allocation of arbitral costs between the parties taking into account the circumstances of each case, in particular (but without limitation) the outcome of the arbitral proceedings.
- (2) When the arbitration costs are determined, the arbitral tribunal shall decide on the share of costs to be borne by each party. If the costs have not been determined or where their determination is possible only after the termination of the arbitral proceedings, the arbitral tribunal shall decide on the share of costs by a separate arbitral award.

- (3) At the request of the respondent, the arbitral tribunal may rule on the claimant's obligation to reimburse costs where the arbitral tribunal has declared itself as not having jurisdiction due to the absence of an arbitration agreement.
- (4) The decision determining the share of costs to be borne by each party and the obligation to reimburse costs shall take the form of an arbitral award pursuant to Article 52 hereof.

Article 56. Communication of award

The reasoned award shall be communicated to the parties within no more than 10 days of the day when it is made.

Article 57. Effects of arbitral awards

An arbitral award communicated to the parties shall have the effects of a final court judgment, shall be binding on the parties and shall be complied with voluntarily by the party against which it has been made immediately or within the period specified within the award.

Article 58. The law applicable to the merits of the dispute

- (1) Subject to mandatory provisions of law, the arbitral tribunal shall settle the dispute in accordance with the rules of law which the parties have designated as applicable to the merits of the dispute, as determined in the contract or other agreement between the parties. Any designation of the law or legal system of a country shall be construed, unless explicitly stated otherwise, as a reference to the substantive laws of that country and not the conflict of laws provisions.
- (2) If the parties have not agreed on the law applicable to the merits of the dispute, the arbitral tribunal shall apply the law determined by the conflict of laws provisions that it deems applicable to the relevant case.
- (3) The arbitral tribunal shall rule in equity only if the parties have expressly authorized it to do so.
- (4) In disputes with a foreign element, the arbitral tribunal shall make the award in accordance with the terms of the contract, taking into account the relevant commercial customs applicable to the transaction in question.

CHAPTER V – Final provisions

Article 59. The law applicable to the arbitral proceedings

These Rules shall be supplemented by the applicable laws of the Republic of Moldova governing the establishment, organization and operation of institutional arbitration.

Article 60. Entry into force

These Rules shall enter into force upon their approval by the Steering Committee and shall be published on the website of the Court.

ANNEX I. MODEL ARBITRATION CLAUSE

Any dispute or claim arising out of or in connection with this agreement, including breach, termination or invalidity thereof, shall be finally settled by arbitration under the Rules of Arbitration of the Chisinau International Court of Commercial Arbitration of the American Chamber of Commerce in Moldova (*Asociația Patronală „Camera de Comerț Americană din Moldova”*).

It is recommended to supplement the arbitration clause with the following provisions:

The arbitral tribunal shall consist of [...] (a sole arbitrator or three arbitrators).

The place of arbitration shall be Chisinau, Republic of Moldova.

The language of the arbitral proceedings shall be [...].

This contract shall be governed by the laws of [...] (specify the country, the substantive laws of which shall govern the contract).

ANNEX II. ADDITIONAL RULES FOR EXPEDITED ARBITRAL PROCEEDINGS

The arbitration agreement and Introduction into the Rules for Expedited Arbitral Proceedings

These Additional Rules for Expedited Arbitral Proceedings (the "Additional Rules") shall apply in addition to the Rules of Arbitration of the Chisinau International Court of Commercial Arbitration of the American Chamber of Commerce in Moldova (*Asociația Patronală „Camera de Comerț Americană din Moldova”*) (hereinafter the "Rules") with regard to all claims the value of which does not exceed the equivalent in MDL of USD 25,000, converted at the official exchange rate of the National Bank of Moldova at the date on which the Secretariat receives the request for arbitration, unless the parties have expressly waived the application of these Additional Rules in writing.

With regard to other categories of disputes, the parties may separately agree to apply the Additional Rules to their specific dispute. To this end, the Court of Arbitration advises all parties, intending to apply these Additional Rules to disputes between them, to include the following arbitration clause into their contract:

„Any dispute or claim arising out of or in connection with this agreement, including breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Additional Rules for Expedited Arbitral Proceedings (Annex II to the Rules of Arbitration) of the Chisinau International Court of Commercial Arbitration of the American Chamber of Commerce in Moldova (*Asociația Patronală „Camera de Comerț Americană din Moldova”*) by a sole arbitrator appointed pursuant to these Rules.”

It is recommended to supplement the arbitration clause with the following provisions:

The place of arbitration shall be Chisinau, Republic of Moldova.

The language of the arbitral proceedings shall be [...].

This contract shall be governed by the laws of [...] (specify the country, the substantive laws of which shall govern the contract).

Additional Rules for Expedited Arbitral Proceedings

Article 1. General considerations

- (1) These Additional Rules shall be supplemented with the Rules to the extent that these Additional Rules do not provide otherwise.
- (2) The duration of the expedited arbitral proceedings shall not exceed 3 months from the date the arbitration file is transmitted to the sole arbitrator by the Secretariat.

Article 2. Sole arbitrator

Notwithstanding Article 7 of the Rules, disputes under the expedited proceedings shall be settled by a sole arbitrator.

Article 3. The request for arbitration and the defense

- (1) Notwithstanding the provisions of Article 23 of the Rules, the Secretariat shall refuse to register the request for arbitration under the expedited procedure if it is not accompanied by proof of payment of the fees referred to in the Rules on Arbitral Fees and Costs.
- (2) Notwithstanding the provisions of Article 28 of the Rules, the respondent shall submit a defense within 15 days of receipt of a copy of the request for arbitration.

Article 4. Further derogations from the general periods for carrying out procedural actions

- (1) The party intending to challenge the arbitrator shall state the reasons for such challenge in writing to the Court of Arbitration within 5 days from the date on which it became aware of the appointment of the arbitrator in question or of the circumstances that serve as reasons for the challenge.
- (2) Where conducting hearings regarding the case is required pursuant to the Rules of Arbitration of the Court of Arbitration, the arbitral tribunal

shall establish the date of the debates and shall summon the parties within 5 days following expiry of the period for the submission of the last written statements. The date of receipt of summons and the date of commencement of the debates shall be at least 15 days apart.

- (3) The arbitral tribunal shall render its award within 30 days from the closing of the debates on the case.

Article 5. Special rules

Unless the arbitral tribunal decides otherwise, the following special rules shall be applied within the expedited arbitral proceedings:

- a) the exchange of written information between the parties shall be limited to the request for arbitration and the defense, and a single subsequent written explanation (memo) from each party;
- b) the arbitral tribunal shall hold a single hearing for verbal debates on the case, including the review of evidence; and
- c) hearings may not be resumed after closing of debates.

Article 6. Amendments to time periods. Derogation from procedural timetable

- (1) The provisions and periods of time established by these Additional Rules may be amended by agreement of the parties. After the constitution of the arbitral tribunal, any change to the rules and terms shall only be possible with the consent of the arbitral tribunal. Without the consent of the parties, the arbitral tribunal may extend periods of time established herein only when justified, taking into account the complexity of the dispute and the interests of the parties. In such situations, the extension of such periods of time shall be ordered by a written order, listing the reasons for the ordered measure, which shall be communicated to both parties and the Steering Committee.
- (2) If the arbitral proceedings cannot be closed within the period of time set out in Article 1 para. (2) of these Additional Rules, the arbitral tribunal shall inform the Steering Committee and the parties to the dispute in writing of the reasons for the delay. Notwithstanding, the jurisdiction of the tribunal shall not be affected by the delay.

ANNEX III. EMERGENCY ARBITRATOR PROCEDURE

Article 1. Emergency arbitrator

- (1) A party may request the appointment of an emergency arbitrator prior to the transmission of the file for settlement to the arbitral tribunal appointed pursuant to Article 8 and Article 9 of the Rules.
- (2) The powers of the emergency arbitrator are set out in Article 35 of the Rules. These powers shall cease upon transmission of the case to an arbitral tribunal or when an award of the emergency arbitrator ceases to be binding pursuant to Article 8 para. (4) of this Annex.

Article 2. Request for the appointment of an emergency arbitrator

The request for the appointment of an emergency arbitrator shall include:

- (i) a statement of the names and addresses, telephone and fax numbers and email addresses of the parties and their representatives (as far as known);
- (ii) a summary of the dispute;
- (iii) a statement of the interim measures requested and the reasons for their application;
- (iv) a copy or a description of the arbitration agreement;
- (v) observations regarding the place where the emergency procedure is to take place, the applicable law and the languages used in the procedure; and
- (vi) proof of payment of the costs of the emergency procedure.

Article 3. Communication of the request

Within one day after receiving the request for the appointment of an emergency arbitrator, the Secretariat shall forward the request to the other party, requesting it to provide explanations regarding the request within two days after receipt.

Article 4. Appointment of emergency arbitrator

- (1) The President shall endeavor to appoint an emergency arbitrator within 72 hours of receiving the request for the appointment of an emergency arbitrator.
- (2) An emergency arbitrator shall not be appointed if the Court of Arbitration is manifestly lacking jurisdiction to administer the dispute.
- (3) Challenges of the emergency arbitrator shall be made within 24 hours after the relevant party has become aware of the circumstances underlying the challenge.
- (4) An emergency arbitrator cannot act as an arbitrator in any future arbitral proceedings regarding the dispute under review, unless the parties agree otherwise.

Article 5. Place of conduct of emergency arbitrator procedure

The place of conduct of the emergency arbitration shall be the place agreed by the parties as the seat of arbitration. In the absence of an agreement between the parties, the President shall determine the seat of the emergency arbitration.

Article 6. Referral to the emergency arbitrator

Once an emergency arbitrator has been appointed, the Secretariat shall immediately communicate to him/her the statements submitted by the parties.

Article 7. Orders for the application of emergency interim measures

- (1) Any award on the application of interim measures shall be adopted within a period of 5 days of receiving the request by the emergency arbitrator. The President may extend this period of time at the reasoned request of the emergency arbitrator or in other situations where he/she deems it necessary.
- (2) Any award of the emergency arbitrator on the application of interim measures shall be drawn up in writing, shall include the date and place where it is made and the reasons on which it is based, and shall be signed by the emergency arbitrator.

- (3) The emergency arbitrator shall issue a copy of the award without delay to each party.

Article 8. Binding nature of awards made by the emergency arbitrator

- (1) An award issued by the emergency arbitrator shall be binding on the parties from the moment it is issued.
- (2) An award on interim measures may be amended or revoked by the emergency arbitrator at the reasoned request of either party.
- (3) By accepting the commencement of proceedings under the Rules of Arbitration, the parties undertake to comply without delay with any award made by the emergency arbitrator.
- (4) The award made by the emergency arbitrator shall cease to be binding in the following cases:
 - (i) the emergency arbitrator or the arbitral tribunal rules that the interim measures cease to be binding;
 - (ii) the arbitral tribunal makes an award on the merits of the dispute;
 - (iii) the arbitral proceedings are not commenced within 30 days from the date the emergency arbitrator issues his/her order; or
 - (iv) the case is not transmitted to an arbitral tribunal within 90 days from the date the emergency arbitrator issues his/her order.
- (5) The awards and the reasoning of the emergency arbitrator are not binding on the arbitral tribunal.

Article 9. Costs of the emergency arbitrator procedure

- (1) The party requesting the appointment of an emergency arbitrator shall pay the costs of this procedure in advance when submitting the request.
- (2) The costs related to the emergency arbitrator procedure are set out in the Rules on Arbitral Fees and Costs.
- (3) At the request of the emergency arbitrator or in other situations where it is deemed appropriate, the Steering Committee may decide to increase or reduce the costs, given the complexity of the case, the actions taken by the Court of Arbitration or the emergency arbitrator and other relevant circumstances.

- (4) If the fees related to the emergency arbitrator procedure are not paid in advance within the specified period of time, the President shall return the request.
- (5) At the request of either party, the costs of the emergency arbitrator procedure may be allocated between the parties by a final award on the merits.