

# **ARBITRATION RULES of Forum for Conciliation and Arbitration Community Interest Company (FICACIC)**

## **Section I. Introductory rules**

### **A**

**The function of the Forum is, through its Secretariat, to provide various administration roles for the arbitration of business disputes of an international character in accordance with the Rules of Arbitration of the FICACIC (the "Rules"). If so empowered by an arbitration agreement, the Forum shall, through its Secretariat, also administer business disputes, which are not international.**

### **B**

**The Review Committee for FICACIC, the Committee, is the arbitration review body attached to the FICACIC. Members of the Committee are appointed by the Board of the FICACIC. The Committee does not itself settle disputes. It has the function of ensuring the application of these Rules, including the appointment of arbitrators. The statutes of the Committee are found in Appendix I. It draws up its own Internal Rules, Appendix II. The Committee may require from any party such information as it deems necessary to fulfill its function.**

## *SCOPE OF APPLICATION*

### **Article 1**

**1. Where the parties to a contract or other arrangement have agreed that disputes in relation to any dispute shall be referred to arbitration/ binding dispute resolution then such disputes may be settled in accordance with these Rules subject to such modification as the parties may agree subsequently in writing.**

**2. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable at the seat of the arbitration from which the parties cannot derogate, that provision shall prevail.**

## ***COMMUNICATIONS AND TIME LIMITS***

### **Article 2**

**1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered to his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then to the addressee's last-known residence, place of business or mailing address. Notice shall be deemed to have been received on the day it is so delivered. Periods of time specified in or fixed under these rules shall start to run on the day following the date a communication is deemed to have been received.**

**2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received or is deemed to have been received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows and the period of time shall expire at the end of the first following business day. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.**

## ***COMMENCEMENT AND NOTICE OF ARBITRATION***

### **Article 3**

**1. The party initiating arbitration (hereinafter called the "claimant") shall transmit in writing to the Forum a request for arbitration of the dispute. The Forum shall notify all overt parties to the alleged dispute that it has received the request, enclosing a copy of the request.**

**2. Arbitral proceedings shall be deemed to commence on the date on which the initial request for arbitration is received by the Forum.**

**3. The request for arbitration may/shall include the following:**

**(a) A demand that the dispute be referred to arbitration;**

**(b) The names and contact details of the parties and their representatives, where appointed;**

**(c) A reference to the arbitration clause or the separate arbitration agreement that is invoked;**

**(d) A reference to the contract, or other arrangement, out of or in relation to which the dispute arises;**

**(e) The general nature of the claim, or claims, and an indication of the amount involved, if any;**

**(f) The reliefs or remedies sought;**

**(g) A proposal as to the number of arbitrators (i.e. one, three or more), if the parties have not previously agreed thereon.**

**(h) any proposals as to the place of arbitration, the seat of arbitration, the applicable rules of law and the language of the proceedings.**

**4. The notice of arbitration may also include:**

**(a) The proposals for the appointments of a sole arbitrator and an appointing authority;**

**(b) The notification of the appointment of an arbitrator;**

**(c) The statement of claim referred to in article 19.**

**5. The procedure for the Notice**

**Together with the Notice, the Claimant shall submit the number of copies thereof required by Article 3(1) and shall make the advance payment on administrative expenses required by Appendix III ("Arbitration Costs and Fees") in force on the date the Notice is submitted. The Secretariat shall forward a set of the copied papers to the other parties together with a requirement in writing that the other parties must submit a formal Response. In the event that the Claimant fails to comply with either of these requirements, the Secretariat shall fix a time limit within which the Claimant must comply, failing which the file shall be closed without prejudice to the right of the Claimant to submit the same claim or claims at a later date in another Notice.**

## **Article 4 The Response and any Counterclaim**

**1. Within 30 days from the receipt of the requirement to submit a Response from the Secretariat any of the other parties shall file a Response which may contain the following information:**

**(a) The names and contact details of those parties and their representatives, where appointed;**

**(b) A comment upon the reference to the arbitration clause or the separate arbitration agreement where that is invoked;**

**(c) A comment upon the reference to the contract, or other arrangement, out of or in relation to which the dispute arises;**

**(d) A comment upon the general nature of the claim, or claims, and an indication of the amount involved, if any; there shall also be filed any counterclaim together with the rationale therefore and the amounts claimed ;**

**(e) A comment upon the reliefs or remedies sought together with any proposals of that party for reliefs or remedies;**

**(f) A comment upon the proposal as to the number of arbitrators (i.e. one, three or more), if the parties have not previously agreed thereon.**

**(g) A comment upon any proposals as to the place of arbitration, the seat of arbitration, the applicable rules of law and the language of the proceedings.**

**(h) A comment upon the proposals, if any, for the appointments of a sole arbitrator and an appointing authority;**

**(i) A comment upon the proposals, if any as to the notification of the appointment of an arbitrator;**

**2. The Committee may grant a party an extension of the time for filing its Response, provided the application for such an extension contains the party's comments concerning the number of arbitrators and their choice and, where required by these Rules, the nomination of an arbitrator. If the party fails to do so, the Forum may proceed in accordance with these Rules.**

## ***NUMBER OF ARBITRATORS***

### **Article 5**

**If the parties have not previously agreed on the number of arbitrators and if within fifteen days after the receipt by the respondent or respondents of the notice of arbitration the parties have not agreed as to the numbers of arbitrators, three arbitrators shall be appointed.**

## ***APPOINTMENT OF ARBITRATORS***

### **Article 6**

- 1. Where a sole arbitrator is to be appointed, either party may propose to the Secretariat the names of one or more persons, one of whom would serve as the sole arbitrator. The Secretariat shall send a copy of the proposal to all other parties.**
- 2. Within 15 days after the receipt of the proposal any party or parties may submit counter-proposals in like form;**
- 3. If within thirty days after issuance of a proposal made in accordance with paragraph 1, where a counterproposal is made or fifteen days where no counterproposal is made, agreement has not been reached on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the Committee. The appointment shall be made without delay.**
- 4. In making an appointment, the Committee shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account as well the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties, where known.**

### **Article 7**

- 1. Where three arbitrators are to be appointed, any party may propose to the Secretariat the names of one or more persons, one of whom would serve as its arbitrator. The Secretariat shall send a copy of the proposal to all other parties.**
- 2. If within fifteen days after issuance of a proposal made in accordance with paragraph 1 the other party has not notified the Secretariat of the arbitrator appointed the first party shall request the Secretariat to give a mandate to the Committee to appoint the second arbitrator.**

**3. If within fifteen days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the Committee in the same way as a sole arbitrator would be appointed under article 6.**

#### **Article 8**

**1. When the Committee is requested to appoint an arbitrator pursuant to article 6 or article 7, the party which makes the request shall send to Secretariat a submission which refers to key elements of Article 3 upon which it relies in making its request.**

**2. Where the names of one or more persons are proposed for appointment as arbitrators, their full names, contact details and nationalities shall be indicated, together with a description of their qualifications.**

#### ***DISCLOSURE BY ARBITRATORS***

#### **Article 9**

**A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose any such circumstances to the parties unless they have already been informed, by him in writing prior to his appointment, of these circumstances. For the avoidance of doubt the duty is continuous until the arbitrator is functus officio.**

#### ***CHALLENGE OF ARBITRATORS***

#### **Article 10**

**1. Any arbitrator may be challenged at any time if any circumstances may arise that give rise to justifiable doubts as to the arbitrator's impartiality or independence.**

**2. A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made. This challenge must be accompanied by a statement suitably evidenced supporting the rationale for a late challenge.**

#### **Article 11**

**1. A party who intends to challenge an arbitrator shall send notice of his challenge within ten days after the appointment of the challenged arbitrator has been notified to the challenging party or within ten days**

after the circumstances mentioned in articles 9 and 10 became known to that party.

2. The challenge shall be sent to the Forum which shall issue copies to all parties as well as to the arbitrator who is challenged and to the other members of the arbitral tribunal, when applicable. The notification shall be in writing and shall state the reasons for the challenge suitably evidenced supporting the rationale for the challenge.

3. When an arbitrator has been challenged by one party, the other party or parties may agree to the challenge. In that event the Secretariat shall formally terminate, in writing, the mandate of the challenged arbitrator. Where the parties have not come to an agreement the arbitrator may also, after the challenge, withdraw from his office. In neither case does this act imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in Articles 6 or 7 shall be used in full for the appointment of the substitute arbitrator.

## **Article 12**

1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:

(a) When the initial appointment was made by the Committee then by the Committee;

(b) When the initial appointment was not made by the Committee, but an appointing authority has been previously designated, then by that authority;

(c) In all other cases, by the Committee.

2. If the appointing authority sustains the challenge, the appointing authority shall issue a formal notice terminating the mandate of the challenged arbitrator, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in these preceding articles except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

3. In all of the alternatives described above in Article 12.2 the challenged Arbitrator shall have the right to be aware of the all the evidence and submissions made. In addition the challenged arbitrator shall have the right to make representations in writing to the appointing authority within 15 days of receiving the submissions and evidence setting out the challenge.

**The same opportunity shall be given to the other party or parties and the remaining members of the tribunal where that party, or parties, does not agree to accept the challenge.**

### ***REPLACEMENT OF ON ARBITRATOR***

#### **Article 13**

**1. In the event of the death, resignation or other form of termination of office of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in these preceding articles that were applicable to the appointment or choice of the arbitrator being replaced.**

**2. In the event that an arbitrator fails to act or in the event of the legal or factual impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in these preceding articles shall apply.**

### ***REPETITION OF HEARINGS OR OTHER DECISION MAKING PROCESSES IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR***

#### **Article 14**

**If under the preceding articles the sole or presiding arbitrator is replaced, any hearings or rulings held previously shall be repeated; if any other arbitrator is replaced, those prior hearings or rulings shall be repeated unless the parties agree in writing that all or certain of those hearings or rulings are accepted and shall not require repetition within 15 days of the act of replacement. In the event that the parties cannot reach any agreement as described above then the issue of the extent, if any, of repeated hearings shall be at the discretion of the newly composed tribunal after the tribunal has granted to the parties an opportunity to make written submissions on the issue.**

## ***GENERAL PROVISIONS RELATING TO THE PROCEEDINGS***

### **Article 15**

**1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at any stage of the proceedings each party is given a proper opportunity of presenting his case.**

**2. If any party so requests at any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials or a combination of various methods agreeable to the parties ensuring that the principle laid out in Article 15.1 is always adhered to.**

**3. All documents or information supplied to the arbitral tribunal by one party shall at the same time be sent in sufficient copies to the Secretariat which shall issue the copies to all parties and other interested parties.**

## **THE LAW OF THE ARBITRATION**

### **Article 16**

**Unless the parties have agreed upon the law of the arbitration, such law shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration and such appropriate conflict of laws rules as apply.**

## ***PLACE OF ARBITRATION AND THE LAW APPLYING THERETO***

### **Article 17**

**1. Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration. The arbitration law of the place thus determined shall apply to the proceedings unless the parties have agreed otherwise.**

**2. The arbitral tribunal may determine where the arbitration hearings are held without prejudice to the principles set out in Article 16 which principles shall apply wherever the hearings are held.**

**3. The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents without prejudice to the principles set out in Article 16, which principles shall apply wherever the hearings are held. The parties shall be given sufficient notice to enable them to be present at such inspection.**

**4. The arbitral tribunal may hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration and the costs involved thereby.**

**5. The award shall be deemed to be made at the place of arbitration even where signed and dated in another place.**

## ***LANGUAGES***

### **Article 18**

**1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to every aspect of the proceedings including the pleadings and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.**

**2. The arbitral tribunal may order that any documents annexed to the pleadings and any supplementary documents or exhibits submitted in the course of the proceedings, which are delivered in their original language, shall be accompanied by a translation certified by the local Embassy or like authority representing the language in question, into the language or languages agreed upon by the parties or determined by the arbitral tribunal.**

## ***STATEMENT OF CLAIM***

### **Article 19**

**1. Unless the statement of claim was contained in the notice of arbitration, within 30 days of the commencement of the arbitration the claimant shall communicate his statement of claim in writing to the Secretariat, which shall issue the same to all parties and to the tribunal.**

**2. The statement of claim shall include all the particulars set out in Article 3 where not previously provided.**

**The claimant shall annex to his statement of claim all documents he deems relevant and may add a reference to other evidence he will rely upon, including the names of such witnesses and their details as the party considers will support his case.**

## ***STATEMENT OF DEFENCE AND COUNTERCLAIMS***

### **Article 20**

- 1. Within 30 days after the receipt of the Statement of Claim the other party or parties shall communicate a statement of defence in writing to the Secretariat, which shall issue the same to all parties and to the tribunal.**
- 2. The statement of defence shall reply to matters set out in the statement of claim. There shall be annexed to the defence the documents which are relied upon and the party shall add a reference to other evidence relied (y) upon, including the names of such witnesses and their details as the party considers will support the case.**
- 3. Together with a statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, a party may make a counter-claim.**
- 4. The Counterclaim shall contain all such matters as described in Article 3 including a description of the nature and circumstances of the dispute giving rise to the counterclaim(s).**
- 5. The Claimant shall file a reply to any counterclaim within 30 days from the date of receipt of the counterclaim(s) as communicated by the Secretariat. The Secretariat may grant the Claimant an extension of time for filing the reply.**

## **TERMS OF REFERENCE**

### **Article 21**

- 1. As soon as it has received the file from the Secretariat, the Arbitral Tribunal shall draw up, on the basis of documents or in the presence of the parties and in the light of their most recent submissions, a document**

**defining its Terms of Reference. This document shall include the following particulars:**

- a) the full names and descriptions of the parties;**
- b) the contact details of the parties to which notifications and communications arising in the course of the arbitration may be made;**
- c) a summary of the parties' respective claims and of the relief sought by each party, with an indication to the extent possible of the amounts claimed or counterclaimed;**
- d) unless the Arbitral Tribunal considers it inappropriate, a list of issues to be determined;**
- e) the full names, descriptions and contact details of the arbitrators;**
- f) the place of the arbitration; and**
- g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the Arbitral Tribunal to act as *amiable compositeur* or to decide *ex aequo et bono*.**

**2. The Terms of Reference shall be signed by the parties and the Arbitral Tribunal. Within two months of the date on which the file has been transmitted to it, the Arbitral Tribunal shall transmit to the Committee the Terms of Reference signed by it and by the parties. The Committee may extend this time limit pursuant to a reasoned request from the Arbitral Tribunal or on its own initiative if it decides it is necessary to do so.**

**3. If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the Committee for approval. When the Terms of Reference have been signed in accordance with Article 21(2) or approved by the Committee, the arbitration shall proceed.**

**4. When drawing up the Terms of Reference, or as soon as possible thereafter, the Arbitral Tribunal, after having consulted the parties, shall establish in a separate document a provisional timetable that it intends to follow for the conduct of the arbitration and shall communicate it to the Committee, Secretariat and the parties. Any subsequent modifications of the provisional timetable shall be communicated to the Committee and the parties.**

**5. The arbitral tribunal shall decide which further additional pleadings shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such pleadings.**

**6. The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral proceedings permits such procedure.**

**7. In all cases, the arbitral tribunal shall decide the issues in accordance with the terms of the contract or agreement and shall take into account any usages and customs of the trade applicable to the transaction.**

### ***AMENDMENTS TO CLAIMS, DEFENCES OR COUNTERCLAIMS***

#### **Article 22**

**During the course of the arbitral proceedings any party may amend or supplement the pleadings unless the Committee considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a pleading may not be amended in such a manner that the amended pleading falls outside the scope of the arbitration clause or separate arbitration agreement, unless all others formally accept, in writing, the widening of the scope of the arbitration agreement.**

### ***PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL***

#### **Article 23**

**1. The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.**

**2. The arbitral tribunal shall have the power to determine the existence or the validity of the contract or agreement of which an arbitration clause forms a part. For the purposes of this article, an arbitration clause which forms part of a contract or agreement and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract or agreement. A decision by the arbitral tribunal that the contract or agreement is null and void shall not result of itself in the invalidity of the arbitration clause.**

**3. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the filing of the ultimate pleading or cross pleading as appropriate. A plea as to lack of jurisdiction will only be considered subsequently to the filing of the last pleading or cross pleading if the reason for the failure to raise the plea at an earlier date is so exceptional so as to permit the making of an exception to this rule.**

**4. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction when the issue is raised. However, the arbitral tribunal may exercise its inherent discretion, proceeding with the arbitration and ruling on such a plea in their final award. Either party may within 15 days of such a ruling appeal against such a ruling to the Court of the jurisdiction being the law governing the arbitral proceedings, the decision of which court shall be final and not be the subject of any appeal. Such appeal shall adhere strictly to the concept of confidentiality and thereby shall not identify the parties, the tribunal or the subject matter other than by initials, unless this concept has been rendered illegal by legislation in that jurisdiction. Further an appealing party shall by so acting waive its right to apply subsequently to set aside any award on the issue of jurisdiction which has been earlier the subject of an appeal as described above.**

**5 Should any such appeal as described in this Article take place the tribunal may continue the arbitration proceedings.**

### ***BURDEN OF PROOF EVIDENCE AND HEARINGS***

#### **Article 24**

**1. Each party shall have the burden of proving the facts relied on to support his pleadings.**

**2. At any time during the proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.**

#### **Article 25**

**1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance written notice of the date, time and place thereof.**

**2. If witnesses are to be heard, at least thirty days before the hearing each party shall communicate to the arbitral tribunal and to the other party or parties the names and contact details of the witnesses to be presented, the subject matter and the languages in which such witnesses will give their testimony.**

**3. The Secretariat shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the Secretariat at least thirty days before the hearing.**

**4. Hearings are confidential to the parties and shall be held in camera unless all the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined.**

**5. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.**

### ***INTERIM MEASURES OF PROTECTION***

#### **Article 26**

**1. At the request of any party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject-matter of the dispute, including measures for the conservation of the goods forming the subject-matter in dispute.**

**2. Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to require security for the costs of such measures.**

**3. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement. However all such requests must be addressed in the first instance to the arbitral tribunal which shall respond as soon as possible.**

### ***EXPERTS***

#### **Article 27**

**1. At the request of the arbitral tribunal the Secretariat may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal. The arbitral tribunal shall prepare Terms of Reference for an expert. A copy of the expert's terms of reference shall be communicated to the parties, who shall within such period of time as shall be decided by the Secretariat make submissions as to the terms of reference, which**

submissions shall be taken into account by the tribunal before issuing the terms of reference.

2. The parties shall give to any such expert any relevant information or produce for inspection any relevant documents or goods that may be required of them. Any dispute between a party and any such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

3. Upon receipt of any such expert's report, the Secretariat shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report and which has not previously been disclosed to the parties.

4. At the request of any party any such expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate that expert. At this hearing any party may present expert witnesses in order to testify on the points at issue arising from the report.

#### *DEFAULT*

#### Article 28

1. If, within the period of time fixed by the Terms of Reference, the claimant has failed to communicate his claim without showing sufficient cause for such failure, the Secretariat shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the Terms of Reference, any other party has failed to communicate his pleadings without showing sufficient cause for such failure, the proceedings shall continue in the absence of such pleadings.

2. If one of the parties, duly notified under these Rules, fails to appear at a hearing or procedural meeting, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration and such proceeding shall require the present party or parties to fully present its full evidence.

3. If one of the parties required to produce documentary or any other form of evidence, fails to do so within the time limits set out in the Terms of Reference, without showing sufficient cause for such failure, the proceedings shall continue in the absence of such evidence and the arbitral tribunal may make the award on the evidence before it and draw any appropriate inferences from the absence of such evidence.

## ***TERMINATION OF PROCEEDINGS***

### **Article 29**

- 1. The arbitral tribunal may inquire of the parties if they have any further evidence to offer, witnesses to be heard or submissions to make and, if there are none, it shall declare the proceedings closed.**
- 2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.**

## ***WAIVER OF PROVISION OF THESE RULES***

### **Article 30**

**A party who knows that any Article of these Rules that has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.**

## ***DECISIONS***

### **Article 31**

- 1. When there are three or more arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.**
- 2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal.**

## ***FORM AND EFFECT OF THE AWARD***

### **Article 32**

- 1. In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards, both as to procedural and substantive issues.**
- 2. Any award shall be made in writing and shall be final and binding on the parties, unless it is clearly designated an interim award published pending the final determination of all the substantive issues. The parties undertake to carry out the award without delay.**
- 3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.**

**4. An award shall be signed by the arbitrators and it shall be deemed to have been made on the date and the place stated upon the award. Where there is more than a single arbitrator composing the tribunal and one of them fails to sign, the award shall state the reason for the absence of the signature, which shall permit the attachment of the dissenting award if such reason shall be the case.**

**5. The award may be made public only with the written consent of all parties.**

**6. Original versions of the award signed by the tribunal shall be communicated to the parties by the Secretariat, upon receipt of all outstanding fees due to the FICACIC.**

### ***SETTLEMENT OR OTHER GROUNDS FOR TERMINATION***

#### **Article 33**

**1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.**

**2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.**

**3. Original versions of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated to the Secretariat and communicated thereafter to the parties.**

### ***INTERPRETATION OF THE AWARD***

#### **Article 34**

**1. Within thirty days after the receipt of the award, any party, with notice to the other party or parties, may request the Secretariat that the arbitral tribunal give an interpretation of the award.**

**2. The interpretation shall be given in writing within thirty days after the receipt of the request. The interpretation shall form part of the award.**

### ***CORRECTION OF THE AWARD***

#### **Article 35**

**Within thirty days after the receipt of the award, any party, with notice to the other party or parties, may request the Secretariat that the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative. Such corrections shall be in writing. Any correction shall form part of the award**

### ***ADDITIONAL AWARD***

#### **Article 36**

**1. Within thirty days after the receipt of the award, any party, with notice to the other party or parties, may request the Secretariat that the arbitral tribunal make an additional award as to issues raised for resolution in the arbitral proceedings but omitted from the award.**

**2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request. If however further hearings or evidence are required then the tribunal shall proceed to direct that such hearings or evidence occur within 60 days of the receipt of the request. Such awards shall be in writing. Such additional awards shall form part of the original award**

### **COSTS**

#### **ADVANCE COSTS OF ARBITRATION**

#### **Article 37**

**1. After receipt of the Request, the Secretariat may request the Claimant to pay a provisional advance in an amount intended to cover the costs of arbitration until the Terms of Reference have been drawn up.**

**2. As soon as practicable, the Committee shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators and the FICACIC administrative costs for the claims and counterclaims which have been referred to it by the parties. This amount may be subject to readjustment at any time during the arbitration. Where, apart from the claims, counterclaims are submitted, the Committee may fix separate advances on costs for the claims and the counterclaims.**

**3. The advance on costs fixed by the Committee shall be payable in equal shares by all the parties. Any provisional advance paid will be considered as a partial payment of the final sum. However, any party shall be free to pay the whole of the advance on costs in respect of the principal claim or the counterclaim should the other party or parties fail to pay their share.**

**4. When a request for an advance on costs has not been complied with, and after consultation with the Arbitral Tribunal, the Secretariat may direct the Arbitral Tribunal to suspend its work and set a time limit, which must be not less than 15 days, on the expiry of which the relevant claims, or counterclaims, shall be considered as withdrawn. Should the party in question wish to object to this measure, it must make a request within the aforementioned period for the matter to be decided by the Committee. This party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims or counterclaims at a later date in another proceeding.**

**5. If one of the parties claims a right to a set-off with regard to either claims or counterclaims, such set-off shall be taken into account in determining the advance to cover the costs of arbitration in the same way as a separate claim insofar as it may require the Arbitral Tribunal to consider additional matters.**

## **COSTS OF THE ARBITRATION**

### **Article 38**

**1. The costs of the arbitration shall include the fees and expenses of the arbitrators and the FICACIC administrative expenses fixed by the Committee, in accordance with the scale in force at the time of the commencement of the arbitral proceedings, as well as the fees and expenses of any experts appointed by the Arbitral Tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.**

**2. The Committee may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant scale should this be deemed necessary due to the exceptional circumstances**

**of the case. Decisions on costs other than those fixed by the Committee may be taken by the Arbitral Tribunal at any time during the proceedings.**

**3. The final Award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.**