

**INTERNATIONAL ARBITRATION COURT
“CHAMBER OF ARBITRATORS AT THE UNION OF LAWYERS”**

**Arbitration Rules
of the International Arbitration Court
“Chamber of Arbitrators at the Union of Lawyers”**



Minsk, 2021

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Section 1. Introductory rules

SCOPE OF APPLICATION

Article 1

1. Where the parties to a contract have agreed that disputes between them in respect of a legal relationship, whether contractual or not, shall be referred to arbitration under the Arbitration Rules of the International Arbitration Court “Chamber of Arbitrators at the Union of Lawyers” («**Chamber of Arbitrators**»), then such disputes shall be settled by a sole arbitrator or by an arbitral tribunal consisting of three arbitrators («**Arbitral tribunal**») in accordance with Arbitration Rules of the International Arbitration Court «Chamber of Arbitrators at the Union of Lawyers» («the **Rules**») subject to such modifications as the parties may agree upon.¹
2. The Chamber of Arbitrators is a permanent non-state non-profit organisation and it acts in accordance with the Constitution of the Republic of Belarus, Law of the Republic of Belarus No. 279-3 «On international arbitration court» dated 09.07.1999 (as amended by Laws of the Republic of Belarus dated 27.12.1999 No. 344-3 and dated 01.07.2014 No. 174-3), other acts of legislation of the Republic of Belarus, rules of International Law, the present Rules and the Charter of the Chamber of Arbitrators.
3. The structure of the Chamber of Arbitrators includes:
 - Presidium of the Chamber of Arbitrators («the **Presidium**»);
 - Chairman of the Chamber of Arbitrators («the **Chairman**»).
4. Where, according to the Rules, the Chairman is entrusted with the exercise of certain powers, in the absence of the Chairman, such powers may be performed by his deputy.
5. The appointment procedure and competences of the bodies of the Chamber of Arbitrators, their decision-making process are described in Annex 1 to the Rules.
6. The Parties to an arbitration agreement are presumed to have referred to the Rules in force on the date of commencement of arbitral proceedings, unless the parties have agreed to apply a specific version of the Rules.
7. The Rules shall govern the arbitration except that where any provision of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
8. The current Rules are based on the UNCITRAL Arbitration Rules, adopted in 1976 and revised in 2010, with the exceptions related to the specifics of the activities of the Chamber of Arbitrators

¹ The disputes that parties can refer to arbitration in accordance with the Rules are civil disputes between any legal entities and individuals which arise out of foreign trade and other international economic activities if at least one of the parties is located or domiciled outside of the Republic of Belarus, as well as other disputes of economic nature unless it is prohibited by the legislation of the Republic of Belarus. A model arbitration clause recommended by the Chamber of Arbitrators can be found in the Article 43 of the Rules.

as an arbitral institution, as well as the mandatory provisions of the legislation of the Republic of Belarus governing arbitral proceedings and activities of international arbitration courts.

9. The Rules enter into force on 1 January 2021.

NOTICE AND CALCULATION OF PERIODS OF TIME

Article 2

1. A notice, including a notification, communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
2. If an address has been designated by a party specifically for this purpose or authorized by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or e-mail may only be made to an address so designated or authorized by the arbitral tribunal, unless parties agreed otherwise.
3. In the absence of such designation or authorization, a notice is deemed to have been received if it is physically delivered to the addressee or delivered at the place of business, habitual residence or mailing address of the addressee.
4. If the place of delivery cannot be established after good faith inquiry and, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a written record (registration) of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4 of this article. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a statement of claim so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is 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. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
7. Where, according to the Rules, a period is to be calculated in days, it is to be calculated in calendar days.

COMMENCEMENT OF ARBITRAL PROCEEDINGS

Article 3

1. The party or parties initiating recourse to arbitration (claimant) shall communicate a statement of claim to the Chamber of Arbitrators either by mail or by courier and pay the registration fee in the amount specified in subparagraph 1.1 of Annex 2 to the Rules. It is allowed to send a statement

of claim to the Chamber of Arbitrators by e-mail with the subsequent submission of the signed original.

2. Arbitral proceedings shall be deemed to commence on the date on which the statement of claim complying with the provisions of paragraph 4 of this article is received by the Chamber of Arbitrators provided that the claimant paid the registration fee.

Where the Chamber of Arbitrators receives a statement of claim that does not comply with the provisions of paragraph 4 of this article, and / or without payment of the registration fee by the claimant, the Chairman shall set a time limit for the claimant to eliminate the defects. If the claimant eliminates the defects in the statement of claim within the set time period, the statement of claim shall be deemed to have been filed on the day of initial receipt by the Chamber of Arbitrators. Otherwise, the statement of claim shall be returned to the claimant without initiating arbitration proceedings.

3. The Chairman shall issue a ruling on the commencement of the arbitral proceedings and notify the parties thereof no later than 5 days after the ruling has been issued. At the same time, a copy of the statement of claim and of the Rules shall be sent to the respondent.
4. A statement of claim shall include the following:
 - a) The names and contact details of the parties (addresses, telephone numbers, e-mails);
 - b) Stating of the related arbitration agreement (arbitration clause);
 - c) Stating of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - d) A brief description of the claim and an indication of the amount of the relevant claim;
 - e) The relief or remedy sought;
 - f) A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon.
5. A statement of claim may also include:
 - a) A proposal for the appointment of a sole arbitrator referred to in article 8, paragraph 1;
 - b) Notification of the appointment of an arbitrator referred to in article 9 or 10 of the Rules.

The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the statement of claim, which shall be finally resolved by the arbitral tribunal.

STATEMENT OF DEFENCE

Article 4

1. Within 15 days of the receipt of the statement of claim, the respondent shall communicate a statement of defence to the Chamber of Arbitrators either by mail or by courier. It is allowed to send a statement of defence to the Chamber of Arbitrators by e-mail with the subsequent submission of the signed original.
2. The statement of defence shall include:
 - a) The name and contact details of the respondent (addresses, telephone numbers, e-mails);
 - b) A response to the information set forth in the statement of claim, pursuant to article 3, paragraphs b) to f) of the Rules.
3. The statement of defence may also include:
 - a) Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
 - b) A proposal for the appointment of a sole arbitrator referred to in article 8, paragraph 1 of the Rules;
 - c) Notification of the appointment of an arbitrator referred to in article 9 or 10 of the Rules;
 - d) A brief description of counterclaims, if any, including the information referred to article 3, paragraph 4, subparagraphs b) to e) of the Rules. In this case the respondent shall pay the arbitration fee (including registration fee) in the amount and manner referred to in articles 3 and 6 of the Rules for the purpose of the statement of claim;
 - e) A statement of claim in accordance with article 3 of the Rules in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant. In this case the respondent shall pay the arbitration fee (including registration fee) in the amount and manner referred to in articles 3 and 6 of the Rules for the purpose of the statement of claim.

The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a statement of defence, or an incomplete or late statement of defence, which shall be finally resolved by the arbitral tribunal.

REPRESENTATION AND ASSISTANCE

Article 5

Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to all parties, to the Chamber of Arbitrators and to the arbitral tribunal. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

ADMINISTRATION OF ARBITRAL PROCEEDINGS

Статья 6

1. After receiving a statement of defence from the respondent or after the expiration of 15 days for such a statement, if a statement of defence was not received from the respondent, the Chamber of Arbitrators proceeds to constitute the arbitral tribunal in accordant with articles 7 to 10 of the Rules and at the same time calculates the arbitration fee in the amount specified in subparagraph 1.2 of annex 2 to the Rules, and invites the parties to pay it in equal shares. The Chamber of Arbitrators also sends the statement of defence to the claimant.
2. If, within 15 days from the date of receipt of the offer of the Chamber of Arbitrators to pay the arbitration fee, the arbitration fee remains fully or partially unpaid by the respondent, the Chamber of Arbitrators shall propose to the claimant (on initial claim and / or counterclaim) to pay the arbitration fee for the respondent (on initial claim and / or counterclaim) within the term set by the Chairman.

The Chamber of Arbitrators shall transfer the case materials to the constituted arbitral tribunal only after the arbitration fee is fully paid.

If the arbitration fee is not paid within the term specified by this paragraph, the Chairman shall issue the ruling on termination of arbitral proceedings.

If the respondent (on initial claim and / or counterclaim) fails to pay his share of the arbitration fee and the claimant (on initial claim and / or counterclaim) pays for this share, the arbitral tribunal, based on the respective request of the claimant (on initial claim and / or counterclaim) and considering the circumstances of the case, may issue a separate arbitral award (regardless of consideration of the dispute on the merits) to recover from the respondent (on initial claim and / or counterclaim) in favor of the claimant (on initial claim and / or counterclaim) the share of the arbitration fee paid for the respondent (on initial claim and / or counterclaim).

3. All documents within the arbitral proceedings, where, according to the Rules or by decision of the arbitral tribunal, must be sent by mail or by courier, the parties shall send to the Chamber of Arbitrators in a number of copies sufficient for them to remain in the case file in the Chamber of Arbitrators, to forward (to deliver) them to the other party (parties) and to each of the arbitrators.

The parties may submit documents within the arbitral proceedings, with the exception of the statement of claim and of the statement of defence, to the Chamber of Arbitrators in electronic form, unless otherwise provided by the arbitral tribunal and / or agreed by the parties.

The Chamber of Arbitrators shall forward (deliver) the procedural documents received from the parties to the other party (parties) and to each of the arbitrators.

4. In exercising its functions under these Rules, the Chamber of Arbitrators may require from any party and the arbitrators the information they deem necessary and give the parties and the arbitrators an opportunity to express their views. All such communications to and from the Chamber of Arbitrators shall also be provided by the sender to all other parties and to the arbitrators.

5. Where, in accordance with articles 7 to 9 of the Rules, the Chairman appoints an arbitrator, the Chairman shall have regard to such considerations as, in his opinion, are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of nationality other than the nationalities of the parties.

Section 2. Arbitral tribunal

NUMBER OF ARBITRATORS

Article 7

If the parties have not agreed on the number of arbitrators in the arbitration agreement or within 15 days after the receipt by the respondent of the statement of claim, the Chairman shall at his discretion decide if the case is to be considered by a sole arbitrator or by an arbitral tribunal consisting of three arbitrators, taking into account the complexity of the case, the amount of the claim and other circumstances.

APPOINTMENT OF ARBITRATORS (ARTICLES 8–10)

Статья 8

1. If the parties have agreed that a sole arbitrator is to be appointed and if within 15 days after the receipt by the respondent of the statement of claim the parties have not reached agreement thereon, a sole arbitrator shall be appointed by the Chairman at his discretion from among the arbitrators included in the Advisory List of Arbitrators approved by the Presidium (“**the Advisory List**”).
2. Where, in accordance with article 7 of the Rules, the Chairman decides that the case is to be considered by a sole arbitrator, the Chamber of Arbitrators notifies the parties about the decision together with the offer to pay the arbitration fee and invites the parties to agree on the sole arbitrator. If within 15 days after the receipt of such offer the parties have not reached agreement on the sole arbitrator, a sole arbitrator shall be appointed by the Chairman at his discretion from among the arbitrators included in the Advisory List.

Article 9

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator from among the arbitrators included in the Advisory List who will act as the presiding arbitrator of the arbitral tribunal.
2. Where, in accordance with article 7 of the Rules the Chairman decides that the case is to be considered by an arbitral tribunal consisting of three arbitrators, the Chamber of Arbitrators notifies the parties about the decision together with the offer to pay the arbitration fee and invites the parties to appoint an arbitrator. The two arbitrators thus appointed shall choose the third arbitrator from among the arbitrators included in the Advisory List who will act as the presiding arbitrator of the arbitral tribunal.
3. If within 15 days after the receipt by the respondent of the statement of claim or receipt by the parties of an offer to appoint an arbitrator a party failed to appoint an arbitrator, an arbitrator shall

be appointed for the respective party by the Chairman of the Chamber of Arbitrators at his discretion from among the arbitrators included in the Advisory List.

If within 10 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 Chairman at his discretion from among the arbitrators included in the Advisory List.

Article 10

For the purposes of article 9, paragraph 1 of the Rules, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.

DISCLOSURES BY AND TERMINATION OF THE MANDATE OF ARBITRATORS (ARTICLES 11–13)

Article 11

1. When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality, independence or competence.
2. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and the other arbitrators unless they have already been informed by him or her of these circumstances.

Article 12

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess the qualifications stipulated in the agreement of the parties.
2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. An arbitrator shall deny accepting the mandate or performing respective functions in the event of the de jure or de facto impossibility of his or her performing his or her functions or in the event of the significant delay of arbitral proceedings. The mandate of an arbitrator may also be terminated by agreement of the parties. If the parties fail to reach an agreement thereon, each party may refer to the Chairman for a decision on the termination of the mandate of an arbitrator. Such decision of the Chairman is not subject to appeal.

Article 13

1. A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances mentioned in articles 11 and 12 of the Rules became known to that party.

2. The notice of challenge shall be communicated to all other parties, to the arbitrator who is challenged, to the other arbitrators and to the Chamber of Arbitrators. The notice of challenge shall state the reasons for the challenge.
3. When an arbitrator has been challenged by a party, all parties may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
4. If all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the two remaining arbitrators rule on the challenge. If within 10 days from the date of the notice of challenge the two remaining arbitrators fail to reach an agreement on the challenge, a party may seek a ruling on the challenge by the Chairman. The Chairman considers this request within 5 days after the receipt and issues a respective ruling.
5. If two or more arbitrators are challenged or a sole arbitrator is challenged, the Chairman rules on the challenge of (an) arbitrator(s) within 5 days after the receipt by the Chamber of Arbitrators of the notion of challenge.
6. A ruling of the Chairman on the challenge of (an) arbitrator(s) is not subject to appeal.

REPLACEMENT OF AN ARBITRATOR

Article 14

Where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 8 to 11 that was applicable to the appointment or choice of the arbitrator being replaced, including if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.

REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

Article 15

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

EXCLUSION OF LIABILITY

Article 16

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the Chamber of Arbitrators and any person appointed by the Chamber of Arbitrators based on any act or omission in connection with the arbitration.

Section 3. Arbitral proceedings

GENERAL PROVISIONS

Article 17

1. Subject to these Rules and to the agreement of the parties, 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 an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case.

The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.

The arbitral tribunal may, taking into consideration the parties' opinion, appoint a secretary of the arbitral tribunal if the arbitral tribunal deems it necessary to improve the efficiency of the arbitral proceedings.

2. After its constitution and the receipt of the case materials, the arbitral tribunal, if deems it necessary and appropriate, depending on the circumstances of a particular case, may hold an organizational conference with the parties.

During the organizational conference or at any later stage of the proceedings, if deems it appropriate, the arbitral tribunal may establish the provisional timetable of the arbitration.

When establishing the provisional timetable, the arbitral tribunal may – after consultations with the parties – limit the number of rounds of written submissions of the parties and the volume of such submissions, and set the time frame for their filing, the timing and procedure for conducting the oral hearings on the case, as well as set out other organisational issues.

3. If any party so requests and the parties did not agree otherwise, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, tribunal-appointed witnesses or for oral argument. In the absence of such a request and if the parties did not agree not to conduct any oral hearings, 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.
4. All communications to the Chamber of Arbitrators by one party shall be communicated by the Chamber of Arbitrators to all other parties.
5. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

PLACE OF ARBITRATION

Article 18

1. If the parties have not previously agreed on other place of arbitration, the place of arbitration shall be Minsk, Republic of Belarus, at the location of the Chamber of Arbitrators. The award shall be deemed to have been made at the place of arbitration.
2. The arbitral tribunal may meet at any location it considers appropriate for deliberations, including online (using video-calls or other software, technical means in lifetime mode). Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, as well as conduct hearings online (using video-calls or other software, technical means in lifetime mode), i.e., without presence of the arbitrators at the place of arbitration.

LANGUAGE

Article 19

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 any written statements and documents 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 that are or are to be submitted in the course of the proceedings, including written submissions and evidence, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.
3. In the absence of agreement of the parties on the language of the arbitral proceedings and before determination of the language by the arbitral tribunal, the parties shall submit all written statements to the Chamber of Arbitrators in Russian.

DETAILED STATEMENT OF CLAIM

Article 20

1. Within 30 days after the receipt by the claimant of the statement of defence or, if the respondent failed to submit the statement of defence, after the term of 15 days for the submission of the statement of defence expired, the claimant shall communicate its detailed statement of claim in writing to the Chamber of Arbitrators which forwards the detailed statement of claim to the respondent and to the arbitral tribunal. The claimant may elect to treat its statement of claim referred to in article 3 of the Rules as a detailed statement of claim, provided that the statement of claim also complies with the requirements of paragraphs 2 to 4 of this article.
2. The detailed statement of claim shall include the following particulars:
 - a) The names and contact details of the parties (addresses, telephone numbers, e-mails);
 - b) A statement of the facts supporting the claim;

- c) The points at issue;
 - d) The relief or remedy sought;
 - e) The legal grounds or arguments supporting the claim.
3. A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the detailed statement of claim.
 4. The detailed statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

DETAILED STATEMENT OF DEFENCE

Article 21

1. Within 30 days after the receipt by the respondent of the detailed statement of claim the respondent shall communicate its detailed statement of defence in writing to the Chamber of Arbitrators which forwards the detailed statement of defence to the claimant and to the arbitral tribunal. The respondent may elect to treat its statement of defence referred to in article 4 as a detailed statement of defence, provided that the statement of defence also complies with the requirements of paragraph 2 of this article.
2. The detailed statement of defence shall reply to the particulars b) to e) of the detailed statement of claim (art. 20, para. 2 of the Rules). The detailed statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.
3. In its detailed 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, the respondent may make a counterclaim provided that the arbitral tribunal has jurisdiction over it. In such case the respondent shall pay the arbitration fee (including registration fee) in full in the amount established in annex 2 to the Rules.
4. The provisions of article 20 of the Rules, paragraphs 2 to 4, shall apply to a counterclaim.

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 22

During the course of the arbitral proceedings either party may amend or supplement its claim or defence, including counterclaim, unless the arbitral tribunal 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 claim or defence, including counterclaim, may not be amended in such a manner that the amended claim or defence, including counterclaim, falls outside the scope of the jurisdiction of the arbitral tribunal.

JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 23

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the detailed statement of defence. 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.
3. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
4. The arbitral tribunal shall rule on a plea referred to in paragraph 2 of this article as a preliminary question before issuing the award on the merits within 15 days after the receipt thereof.

If the arbitral tribunal finds itself to have the jurisdiction, either party, within 15 days after the receipt of the notice of such decision, may request the Presidium of the Chamber of Arbitrators to make a final ruling on the issue of jurisdiction.

While the issue of the jurisdiction of the arbitral tribunal is pending, the arbitral proceedings shall be suspended.

FURTHER WRITTEN STATEMENTS

Article 24

The arbitral tribunal shall decide which further written statements, in addition to the detailed statement of claim and the detailed statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

PERIODS OF TIME

Article 25

Unless the Rules provide otherwise, the Chairman before the constitution of the arbitral tribunal or the arbitral tribunal after its constitution may, at own discretion or at the request of a party, extend any time limits established by the Rules considering the circumstances of the case.

INTERIM MEASURES

Article 26

1. Unless parties agreed otherwise, the arbitral tribunal may, at the request of a party, issue a ruling and grant such interim measures to the subject matter which it deems necessary.

2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to:
 - a) Maintain or restore the status quo pending determination of the dispute;
 - b) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
 - c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or
 - d) Preserve evidence that may be relevant and material to the resolution of the dispute.
3. The party requesting an interim measure under paragraph 2 of this article shall satisfy the arbitral tribunal that:
 - a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the 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 in making any subsequent determination.
4. With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.
5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
7. 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.
8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.
9. The arbitral tribunal or a party, upon the approval of the arbitral tribunal, may apply to a state court of the Republic of Belarus or a court of a foreign state with a request to secure a claim or evidence if it is provided for by the legislation of the respective state.

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.

EVIDENCE

Article 27

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them. However, it does not preclude the parties or the arbitral tribunal from hearing and questioning witnesses, including expert witnesses, during oral hearings.
3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.
4. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

HEARINGS

Article 28

1. In the event of an oral hearing, the Chamber of Arbitrators shall give the parties adequate advance notice of the date, time and place of meetings of the arbitral tribunal.
2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.
3. Hearings shall be held *in camera* unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire.
4. The arbitral tribunal, taking into account the specific circumstances impeding the possibility of the physical presence of the parties to the arbitral proceedings at the hearings and after consultation with the parties, may order that the hearings are to be held and the witnesses, including expert witnesses and tribunal-appointed experts, are to be examined online (using video-calls or other software, technical means in lifetime mode), i.e., without presence of the arbitrators, parties (their representatives), witnesses, experts at the place of arbitration.

EXPERTS APPOINTED BY THE ARBITRAL TRIBUNAL

Article 29

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A ruling of the arbitral tribunal on the appointment of an independent expert shall be communicated to the parties.

2. The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall issue a ruling on whether to accept any such objections.
3. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take. A party may submit a notion of objection within 5 days after the party becomes aware of the reasons for objection. The arbitral tribunal shall rule on the objection of the expert within 5 days after the receipt of the notion of objection.
4. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
5. Upon receipt of the expert's report, the Chamber of Arbitrators shall communicate a copy of the report to the arbitral tribunal and to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. The parties and the arbitral tribunal shall be entitled to examine any document on which the expert has relied in his or her report.
6. At the request of any party or at the consideration of the arbitral tribunal, the 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 the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 28 of the Rules shall be applicable to such proceedings.

DEFAULT

Article 30

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:
 - a) The claimant has failed to communicate its detailed statement of claim, the arbitral tribunal shall issue a ruling for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
 - b) The respondent has failed to communicate its statement of defence or its detailed statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim.
2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

3. If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

CLOSURE OF HEARINGS

Article 31

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

WAIVER OF RIGHT TO OBJECT

Article 32

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

Section 4. The award

DECISIONS

Статья 33

1. When there is more than one arbitrator, 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 of the parties so authorizes, the presiding arbitrator may decide alone.
3. The time limit within which the arbitral tribunal must render its final award is six months from the date of the receipt of case file from the Chamber of Arbitrators. The Chairman may, at the request of the sole arbitrator or of the presiding arbitrator, extend this time limit if deems it justified under the circumstances of the case.

FORM AND EFFECT OF THE AWARD

Article 34

1. The arbitral tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay or within the term specified in the award.

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 contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
5. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.
6. Copies of the award signed by the arbitrators shall be verified and communicated to the parties by the Chamber of Arbitrators.

APPLICABLE LAW, AMMIABLE COMPOSITEUR

Article 35

1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Any reference to the national law or rules of law shall be considered to be a reference to the national rules of material law, not to the national conflict of laws rules.

Unless the parties agreed otherwise, the arbitral tribunal shall apply the law established in accordance with the conflict of laws rules which it determines to be appropriate.

2. 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.
3. Considering the dispute, the arbitral tribunal shall decide in accordance with the terms of the contract binding upon the parties and shall take into account international business customs, arbitration and court practice.

SETTLEMENT OF OTHER GROUNDS FOR TERMINATION

Article 36

1. If, before the award is made, the parties agree on a settlement of the dispute (conclude a settlement agreement), the arbitral tribunal shall issue a ruling for the termination of the arbitral proceedings and 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. The arbitral tribunal shall issue a ruling for the termination of the arbitral proceedings where:
 - the claimant withdraws its claim, unless the respondent raises objections to the termination of the arbitral proceedings and a legitimate interest of the respondent in the award being made is recognized by the arbitral tribunal;
 - the parties agree on the termination of the arbitral proceedings without issuance of an award;
 - the arbitral tribunal considers that the continuation of the arbitral proceedings becomes for any reason impossible.

3. Copies of the ruling for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be verified and communicated to the parties by the Chamber of Arbitrators. Where an arbitral award on agreed terms is made, the provisions of article 34 of the Rules, paragraphs 2, 4 and 5, shall apply.

The award on the agreed terms must contain an indication that it is an award issued by the arbitral tribunal. Such an award has the same effect and is enforceable in the same way as any other award of the arbitral tribunal on the merits of the dispute.

INTERPRETATION OF THE AWARD

Article 37

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of a provision or a part of the award.
2. If the arbitral tribunal considers that the request is justified, it shall interpret the award in writing within 15 days after the receipt of the request. The arbitral tribunal may extend this term if necessary.
3. The interpretation shall form part of the award and the provisions of article 34 of the Rules, paragraphs 2 to 6, shall apply.

CORRECTION OF THE AWARD

Article 38

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 15 days of receipt of the request. The arbitral tribunal may extend this term if necessary.
2. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative and communicate it to the parties.
3. Such corrections shall be in writing and shall form part of the award. The provisions of article 34 of the Rules, paragraphs 2 to 6, shall apply.

ADDITIONAL AWARD

Article 39

1. Within 30 days after the receipt of the termination ruling or the award, a party, with notice to the other parties, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.
2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 30 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

3. When such an award or additional award is made, the provisions of article 34 of the Rules, paragraphs 2 to 6, shall apply.

ARBITRATION COSTS

Article 40

Arbitration costs include:

- a) Arbitration fee (including the registration fee which forms a part of the arbitration fee), which covers the costs of organizing the activities of the Chamber of Arbitrators (payment for premises and equipment, services of arbitrators, labour of permanent employees, secretaries-recorders, payment of taxes, etc.). The rates of the arbitration fee and the procedure for its payment are provided in the Annex 2 to the Rules;
- b) Reasonable travel and other expenses incurred by the arbitrators;
- c) Reasonable costs of expert advice and of other assistance required by the arbitral tribunal, including translation services;
- d) Reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal; and
- e) Legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable.

ALLOCATION OF COSTS

Article 41

1. The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
2. The arbitral tribunal shall determine the allocation of costs in the award.

DEPOSIT OF COSTS

Article 42

1. The Chamber of Arbitrators may request the parties to deposit an equal amount as an advance for the costs referred to in article 40 of the Rules, paragraphs b) to c).
2. If the required deposits are not paid in full within 30 days after the receipt of the request, the Chamber of Arbitrators shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Chamber of Arbitrators may order the suspension or termination of the arbitral proceedings.
3. After a termination ruling or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

MODEL ARBITRATION CLAUSE

Article 43

1. Model arbitration clause recommended by the Chamber of Arbitrators for inclusion into contracts:

Any dispute, controversy or claim arising out of or relating to this contract, shall be settled by arbitration in accordance with the Arbitration Rules of the International Arbitration Court “Chamber of Arbitrators at the Union of Lawyers”.

There are additional possible agreements on:

- (1) number of arbitrators (one or three);
- (2) language(s) to be used in the arbitral proceedings;
- (3) substantive law applicable to the contract;
- (4) substantive law applicable to the arbitration agreement;
- (5) substance of confidentiality rules imposed on the arbitrators, as well as their extension to the parties, authorized representatives, witnesses, expert witnesses and tribunal-appointed experts.

Annex 1

to the Arbitration Rules
of the International Arbitration Court
“Chamber of Arbitrators at the Union of Lawyers”

Appointment procedure and competences of the bodies of the Chamber of Arbitrators

1. The Presidium shall include the Chairman, his or her deputies and other members of the Presidium appointed from among the arbitrators included in the Advisory List. The Chairman, his or her deputies and other members of the Presidium shall be appointed by the public association “Belarusian Republican Union of Lawyers” (“**the Founder**”) for a five-year term without any limitation to the number of repeated appointments.
2. The Presidium shall be convened by the Chairman as necessary, but at least once every six months. A meeting of the Presidium may be held online (using video-calls or other software, technical means in lifetime mode).
3. A meeting of the Presidium shall be deemed competent if attended by at least half of its members.
4. Decisions of the Presidium shall be made in the form of resolutions signed by the Chairman. A decision shall be deemed adopted if more than half of the members of the Presidium attending the meeting voted in its favour. In case of equality of votes the decision, for which the Chairman voted, shall be deemed adopted.
5. The Chairman conducts the work of the Presidium.
6. The Chairman has deputies appointed by the Founder on the proposal of the Chairman. The deputies of the Chairman perform the functions of the Chairman provided for by the Rules in his absence.
7. After the arbitral tribunal finds itself to have the jurisdiction, the Presidium of the Chamber of Arbitrators shall, in course of the arbitral proceedings, make a final ruling on the issue of jurisdiction of the arbitral tribunal upon request of either party.
8. The Chairman shall, in course of the arbitral proceedings, *inter alia*:
 - set a time limit for the claimant to eliminate the defects where the Chamber of Arbitrators receives a statement of claim that does not comply with the provisions of the Rules, and / or without payment of the registration fee;
 - issue a ruling on the commencement of the arbitral proceedings and notify the parties thereof;
 - decide if the case is to be considered by a sole arbitrator or by an arbitral tribunal consisting of three arbitrators as provided for in article 7 of the Rules;
 - appoint a sole arbitrator if the parties failed to reach an agreement on the sole arbitrator;

- appoint an arbitrator for the party which failed to appoint an arbitrator within the time limit set by the Rules;
 - appoint a presiding arbitrator of the arbitral tribunal if two appointed arbitrators failed to reach an agreement on the presiding arbitrator;
 - rule on the challenge of an arbitrator if two other arbitrators failed to reach an agreement on the challenge or if two or more arbitrators are challenged or a sole arbitrator is challenged;
 - establish the amount of the arbitration fee for non-monetary claims;
 - decide on other issues provided for by the Rules.
9. Each member of the Presidium shall be independent and impartial in performing the tasks assigned to him or her.
 10. Each member of the Presidium shall immediately disclose to other members of the Presidium any circumstances that affect or are likely to affect his or her impartiality or independence in performing the tasks assigned to him or her in connection with an exact dispute or issue.
 11. A member of the Presidium who is subject of any circumstances that affect or are likely to affect his or her impartiality or independence in performing the tasks assigned to him or her in connection with an exact dispute or issue shall be suspended of performing the tasks assigned to him or her in connection with this exact dispute or issue.

Annex 2

to the Arbitration Rules
of the International Arbitration Court
“Chamber of Arbitrators at the Union of Lawyers”

Arbitration fee

1. The rates of the arbitration fee are:

1.1. Registration fee:²

Amount in dispute in EUR		Registration fee in EUR ³
from	to	
	25 000	250
25 001	100 000	500
100 001	500 000	1 000
500 000	1 000 000	2 000
	over 1 000 000	2 500
Non-monetary claim (no amount)		500

1.2. Arbitration fee (excluding the registration fee):⁴

Amount in dispute in EUR		Arbitration fee in EUR ⁵
from	to	
	25 000	1 500
25 001	50 000	1 500 + 5,0 % of amount over 25 000
50 001	100 000	2 750 + 4,0% of amount over 50 000
100 001	500 000	4 750 + 3,0 % of amount over 100 000
500 001	1 000 000	16 750 + 2,0 % of amount over 500 000
	over 1 000 000	26 750 + 1,0 % of amount over 1 000 000
Non-monetary claim (no amount)		The amount of the arbitration fee shall be established by the Chairmen, but at least 1 500

2. The registration fee forms a part of the arbitration fee. The registration fee is non-refundable.
3. Where monetary and non-monetary claims are united in a single statement of claim, the arbitration fee (including the registration fee) shall be paid for each claim separately.
4. Where claims to two or more respondents are united in a single statement of claim, the amount in dispute shall be calculated for each respondent separately, unless the liability is solidary.

² Article 3 of the Rules.

³ The amount of the registration fee is increased by the value added tax rate established by the legislation of the Republic of Belarus.

⁴ Article 6 of the Rules.

⁵ The amount of the registration fee is increased by the value added tax rate established by the legislation of the Republic of Belarus.

5. If the claimant waives its claim fully or partially or if the amount of claim is reduced, the arbitration fee (including the registration fee) shall not be refunded. Upon the decision of the arbitral tribunal the costs incurred by the claimant for payment of the arbitration fee (including the registration fee) may be assigned to the respondent considering the circumstances of the case.
6. The arbitration fee excluding the registration fee shall be partially refunded if the parties agree on a settlement:
 - 75 % – if the settlement is concluded before a detailed statement of claim was filed;
 - 50 % – if the settlement is concluded before the first oral hearing was conducted;
 - 25 % – if the settlement is concluded before the award was rendered.
7. The registration fee shall cover administrative and other costs incurred by the Chamber of Arbitrators in connection with the commencement of arbitral proceedings.
8. The arbitration fee (excluding the registration fee) shall cover the costs incurred by the Chamber of Arbitrators in connection with the administration of arbitral proceedings in the following way:
 - 10 % of the arbitration fee (excluding the registration fee) shall cover administrative costs of the Chamber of Arbitrators;
 - 90 % of the arbitration fee (excluding the registration fee) shall cover arbitrators' fees.
9. Unless otherwise established by the Presidium considering the circumstances of the case, if a case is considered by the arbitral tribunal consisting of three arbitrators, the arbitration fee (excluding the registration fee) shall cover the arbitrators' fees as follows:
 - presiding arbitrator – 40 % of the arbitration fee (excluding the registration fee);
 - arbitrators – 25 % of the arbitration fee (excluding the registration fee) each.
10. The remuneration of the secretary of the arbitral tribunal, if any, shall be paid from the fee of the presiding arbitrator. The amount of the remuneration of the secretary of the arbitral tribunal shall be established by the presiding arbitrator of the arbitral tribunal considering the circumstances of the case.
11. The amount of the arbitration fee (excluding the registration fee) calculated in accordance with paragraph 1.2 of Annex 2 to the Rules shall be reduced by 30% if the case is considered by a sole arbitrator. If the case is considered by a sole arbitrator, 90% of the arbitration fee (excluding the registration fee) shall cover the sole arbitrator's fee.
12. The arbitration fee (including the registration fee) and other costs shall be paid in euro or in any other freely convertible currency converted to euro at the cross rate of the respective currency to euro calculated through official rates of each currency and Belarusian rouble set by the National Bank of the Republic of Belarus on the day of the payment.
13. The party located in the Republic of Belarus shall pay the arbitration fee and other costs in the national currency of the Republic of Belarus at the official rate of Belarusian rouble to euro set by the National Bank of the Republic of Belarus on the day of the payment.

14. The amount of the arbitration fee and other costs shall be deemed to have been paid on the day they were credited to the account of the Chamber of Arbitrators.