



THEMIS INTERNATIONAL  
PRIVATE COURT - TIPC

# **Arbitration Rules**

**Effective as from 1<sup>st</sup> January 2022**

# TIPC Arbitration Rules

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## Preamble

Themis International Private Court (“TIPC”) is the body responsible for the administration of disputes in accordance with the TIPC Arbitration Rules (hereinafter referred to as “The Rules”).

This current version of The Rules, is effective as from 1<sup>st</sup> of January 2022 and unless agreed otherwise by parties, will be applicable for all arbitrations conducted under the rules of TIPC or by TIPC, starting as from this date or after this date. The Rules shall govern the arbitration, except in cases where any of these Rules is in conflict with any provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

### Article 1 Scope of Application

Where parties have agreed that disputes between them in respect of any agreement, submission or reference howsoever made, whether contractual or not, shall be referred to arbitration under the TIPC Arbitration Rules, then such disputes shall be settled in accordance with The Rules, except for modifications that the parties may agree.

### Article 2 Request for Arbitration & Commencement of Arbitration

- 2.1 Any party (the “Claimant”) wishing to initiate arbitration under the TIPC Rules, shall deliver to the Registrar of TIPC (the “Registrar”) a written or online request for arbitration (the “Request”), which shall include:
- i. Full contact details of all parties and their respective Authorized Representatives – Names, Address, Postal Address, email, Phone numbers, Designations, Capacity in which acting;
  - ii. The full terms of the Arbitration Agreement and/or Clause under which the claim is being invoked and dispute is to be settled;
  - iii. Copy of the Contract under which the dispute has occurred;
  - iv. A statement clearly describing the nature and circumstances of the dispute; its estimated monetary amount or value, the root cause and the transaction at issue and the relief being sought by the Claimant from the other party or parties (the “Respondent”);
  - v. A proposal regarding the number of arbitrators, their qualifications, identities, language of arbitration and place of arbitration – physical location or online platform such as Teams, Zoom, Google Meet, etc., in the event the parties have no prior arrangement or agreement thereon;
  - vi. A Proposal for the designation of an appointing authority;
  - vii. A Proposal for the appointment of an Arbitrator;
  - viii. Notification of the appointment of an arbitrator, in the event the Arbitration Agreement or any other written agreement, calls for any form of party appointment of arbitrators. Should this be the case, the full contact

details (Name, Postal Address, email address, Phone number) of the Claimant's nominee shall need to be communicated;

1.2 Arbitral proceedings shall be deemed to commence on the date the Notice of Arbitration is received by the Respondent (the "Commencement Date"), subject to:

- i. Payment of Registration Fee by parties in accordance with the Schedule of Costs applicable on that date and thereafter, confirmation of receipt of funds by the Registrar;
- ii. Confirmation that the Notice of Arbitration and the respective accompanying documents have already been delivered or are being delivered to all other parties to the arbitration. Supporting delivery evidence shall be submitted to TIPC.


1.3 A Claimant wishing to instigate more than one arbitration under the TIPC Rules, against one or more Respondents and under one or multiple Arbitration Agreements, may do so through a combined Request relating to all such arbitrations, subject to:

- i. The satisfactory compliance of all requirements under Articles 2.1-2.2 for each of the arbitrations individually;
- ii. In the event of a combined Request, Claimant must specify separately, the estimated monetary amount or value in dispute, the nature of the dispute and the claim advanced by the Claimant against the Respondent in each arbitration;
- iii. Each such arbitration shall be conducted independently and in accordance with the TIPC Rules, except if determined otherwise by TIPC Court or Arbitral Tribunal.
- iv. Each arbitration shall be deemed to have commenced on the date of electronic receipt of Request by the Registrar (the "Commencement Date"), with all accompanying documents and payment of Registration Fee. Should the Payment of Registration fee be done at a later date, the Commencement Date will be the actual date the funds are received by TIPC.

1.4 TIPC may allow a Claimant to supplement, clarify any ambiguity or amend its Request, at any time after the Commencement Date but prior to the appointment of the Arbitral Tribunal. However, in such cases, the Respondents shall be given the opportunity to respond to such changes, upon such terms as TIPC may decide.

## Article 3            Response to Notice of Arbitration

- 3.1 Within 30 days of the receipt of the Notice of Arbitration, the Respondent shall deliver an online response (The "Response") in respect of the Notice of Arbitration, to the Registrar. The Response and all accompanying documents and evidences shall be submitted in electronic format. The Response shall include:
- i. The name and full contact details (Postal address, email Address, Phone Number, Nationality) of each Respondent and its authorised representatives (if applicable) for the purpose of receiving delivery of all documentation relating to the arbitration;
  - ii. Admission or denial of the Arbitration Agreement Clause applicability, invoked by the Claimant to substantiate its claim;
  - iii. Admission or denial in totality or partially of the claim being sought by the Claimant in the Request;
  - iv. In case of partial admission, a Statement explaining the nature, cause and context of the dispute, an estimated monetary amount or value, the transaction at issue and the Respondent's defence;
  - v. Any counterclaim being formulated by Respondent against Claimant or any cross-claim against any other Respondent;
  - vi. Response regarding the arbitration procedural matters, as referred in the Request for Arbitration in accordance with Article 2.1 (v-viii) and the Respondent's own stand or proposal regarding Arbitral Tribunal, Arbitral Rules, Language of Arbitration, the number of arbitrators, their names and area of specialisation or any other procedural matter that may have been agreed between parties in accordance with Arbitration Agreement.
  - vii. In the event the Arbitration Agreement makes provision for nomination of arbitrators by the parties, the full contact details (Name, Postal Address, email address, Phone number) of the Respondent's nominee shall be communicated.
  - viii. Confirmation and Evidence substantiating prompt delivery of Response including all supporting documentary evidence to all concerned parties in the arbitration.
- 1.2 Failure to designate or suggest any arbitrator within the designated timeframe for the Response, shall constitute an irrevocable abdication of that party's opportunity to designate or suggest any arbitrator.
- 1.3 Prior to appointment of the Arbitral Tribunal, TIPC may allow a party to amend, modify or supplement its Response to correct any error or to clear any opacity, provided the other party is given an acceptable opportunity to respond accordingly.

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- 1.4 The Registrar shall communicate to the Claimant, the Statement of Defence submitted by the Respondent. The Claimant shall be given the opportunity to respond to the Statement of Defence.
  - 1.5 Failure to submit a Statement of Defence by the Respondent, shall not prevent or hinder the arbitration from proceeding.

#### **Article 4 Representation and Assistance**


- 4.1 Each party in the Arbitration may opt to be represented or assisted by persons of their choice. In such a case, a communication must be made to all parties and the Arbitral Tribunal. The communication must specify:
  - i. The name and address of these persons;
  - ii. Nature of appointment indicating whether it shall be for representation or assistance;
- 4.2 In the event a person shall be acting as a representative of a party, the Arbitral Tribunal may at any time, request a proof of authority granted to the representative. Such a request may be made either through the Arbitral Tribunal's own initiative or upon a request made by any party in the arbitration.

#### **Article 5 TIPC Court and Mandate of The Registrar**

- 5.1 The functions of Themis International Private Court (TIPC Court) under the Arbitration Agreement shall be performed by any designated member or members of TIPC exercising neutrality and confidentiality taking into consideration any conflict of interest.
- 5.2 The functions of the Registrar under the Arbitration Agreement shall be performed by the Registrar or any deputy Registrar, under the administration of TIPC Court.
- 5.3 All Communications in arbitration shall be addressed to the Registrar and copied to all other parties in the arbitration.

#### **Article 6 Communications and Time Periods**

- 6.1 All communications shall be made on electronic format, either by email or any such online platform or electronic filing system being operated by TIPC and providing traceability of such communications. Should electronic means of communication not be possible, alternative means of communication may be used, upon prior approval being obtained from the Registrar.

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- 6.2 In order to determine the commencement of any time period, any written communication sent by electronic means, shall be treated as having been received by the recipient on the day and time the communication is transmitted. In the event any other means of communication has been approved pursuant to Article 6.1, a written communication will be deemed as having been received on the day and time the communication is delivered to the party.
- 6.3 To comply with Time Periods in accordance with Arbitration Rules or as set by the Arbitral Tribunal, all communications shall be deemed to be made, subject to being transmitted either prior or at latest the date of the expiry of the time period.

## **Article 7      Setting up of the Arbitral Tribunal**

- 7.1 The Arbitral Tribunal may constitute of one arbitrator or three arbitrators or any number of arbitrators in accordance with the Arbitration Agreement or as agreed by the parties to the dispute.
- 7.2 Every arbitrator shall be and remain at all times impartial and independent of the parties. None of the arbitrators shall act as an authorized representative of or advocate of any party. No arbitrator shall give any advice whatsoever to any party or outcome of the arbitration.
- 7.3 Prior to appointment as an arbitrator by TIPC or the appointing authority, the selected candidate:
- i. Shall submit a signed declaration of impartiality and independence
  - ii. Shall disclose any circumstances known to him or her which may cast reasonable doubt in the mind of any party to any justifiable doubts concerning his or her impartiality or independence. In such a case, the candidate shall explicitly specify these circumstances in their declaration.
  - iii. Shall confirm his or her availability, willingness and ability to devote the required time, diligence and industry knowledge to ensure the expeditious and efficient conduct of the arbitration;
  - iv. Shall submit the declaration and agreement to the Registrar and all parties.
- 7.4 After the appointment of an arbitrator or after the submission of the signed declaration, should any circumstances become known to the arbitrator that may give rise in the mind of any party justifiable doubts concerning his or her impartiality or independence, such circumstances shall be immediately disclosed in writing and submitted to TIPC – the Court, any other members of the Arbitral Tribunal and all parties in the arbitration.
- 7.5 Each arbitrator shall be committed to assume a continuing duty until the conclusion of the arbitration.



## **Article 8            Number of Arbitrators**

- 8.1 Parties may agree on the number of Arbitrators. In the event, the parties have not previously agreed on the number of arbitrators for the dispute and failure by the parties to have reached an agreement within 30 days following the receipt by the Respondent of the Notice of Arbitration, that there shall be one arbitrator, three arbitrators shall be appointed.
- 8.2 Notwithstanding Article 8.1, if the other party or parties have not responded to one party's proposal to appoint a sole arbitrator within the time limit prescribed in Article 8.1 and have failed to appoint a second arbitrator in accordance with Article 9.3, the Appointing Authority may, at its own discretion, appoint a sole arbitrator in accordance with Article 8.1, in the interest of the case after assessing the context, complexity and circumstances.
- 8.3 In the absence of any written agreement between the parties, no party may unilaterally nominate a sole arbitrator.

## **Article 9            Appointment of Arbitrators**

- 9.1 If the parties to the dispute have agreed that a sole arbitrator shall be appointed and if within 30 days from the receipt by all other parties of a proposal for the appointment of a sole arbitrator and failure for the parties to have reached an agreement thereon, the Arbitral Tribunal may appoint a sole arbitrator at its discretion.
- 9.2 In the event three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators appointed, shall mutually select the third arbitrator who shall be the Lead or Presiding Arbitrator of the Arbitral Tribunal.
- 9.3 In case one party has notified the other party regarding the appointment of an arbitrator and if the other party has failed to notify the first party within 30 days from receipt of the notification, regarding the appointment of its arbitrator, the first party may request the appointing authority to appoint the second arbitrator.
- 9.4 In the event the two arbitrators appointed by each party fail to agree on the appointment of the Lead/Presiding Arbitrator, within 30 days after appointment of the second arbitrator, the Lead/Presiding Arbitrator shall be appointed by the appointing authority.
- 9.5 In the event the Arbitration Agreement stipulates three arbitrators to be appointed and where there are multiple Claimants and/or Respondents, unless otherwise agreed, the multiple parties jointly as Claimant or Respondent shall appoint one arbitrator.
- 1.6 In the event of any failure to constitute the Arbitral Tribunal under the TIPC Rules, the appointing authority shall constitute the Arbitral Tribunal at its sole discretion.

- 1.7 The TIPC shall appoint arbitrators by taking into account:
  - i. any written agreement by the parties;
  - ii. the transaction at issue;
  - iii. the nature and circumstances of the dispute;
  - iv. the monetary amount or value;
  - v. the location and languages of the parties;
  - vi. the number of parties;
  - vii. the specific industry in which the dispute has occurred;
  - viii. any other relevant factors that may impact the arbitration.

## **Article 10 Challenges and Revocation**

- 10.1 An arbitrator's appointment may be revoked by TIPC's own initiative, at the written request of any other member of the arbitral tribunal or upon a written challenge by any of the parties in the arbitration. The reason leading to the revocation may be due to:
  - i. The arbitrator submitting a written notice to TIPC of his or her intention to resign as arbitrator;
  - ii. The arbitrator becoming unable or unfit to act due to any medical conditions or any other conditions preventing the arbitrator to act diligently;
  - iii. Circumstances existing that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- 10.2 The TIPC Court may establish that an arbitrator is unfit to act under Article 10.1, subject to the arbitrator:
  - i. Not acting fairly or impartially between the parties;
  - ii. Acting in deliberate violation of the Arbitration Agreement;
  - iii. Not conducting, cooperating or participating in the arbitration with reasonable efficiency, diligence and productivity.
- 10.3 A party is eligible to challenge an arbitrator whom it has nominated or in whose nomination it has participated, only for the reasons becoming known to it, after the appointment was made by TIPC Court.
- 10.4 A party challenging an arbitrator in accordance with Article 10.1, shall do so within 15 days of the setting up of the Arbitral Tribunal or if later, within 15 days of becoming aware of any grounds described in Articles 10.1 or 10.2. The party challenging shall deliver to the TIPC Court, the Arbitral Tribunal and all other parties, a written statement describing the reasons for its challenge.

- 10.5 Subject to all other parties agreeing to, in writing, the challenge within a period of 15 days of the receipt of the written statement, the TIPC Court shall revoke that arbitrator's appointment.
- 10.6 The TIPC Court shall decide the challenge except if all the parties so agree or the challenged arbitrator submits his or her written resignation within 15 days from receipt of the written statement. The TIPC Court may conduct the challenge proceedings at its sole discretion in the given circumstances but shall in any case provide the other parties and the challenged arbitrator a reasonable opportunity to respond to the challenging party's written statement. The TIPC Court may request further clarifications or information regarding the challenge, from any party, other members of the Arbitral Tribunal, any party representative or the challenged arbitrator.
- 10.7 In the event a challenged arbitrator submits his or her resignation in writing, prior to the TIPC Court's verdict, shall not be considered as an acceptance of the validity of the grounds for the challenge.
- 10.8 In the case of a former arbitrator who has been revoked or has resigned following a challenge, the TIPC Court shall assess and establish the amount of fees and expenses if any, that are payable to the latter for his or her services. The TIPC Court may also determine the proportion in which the amount payable to the former arbitrator, shall be apportioned among the parties.

#### **Article 11            Nomination and Replacement of an Arbitrator**

- 11.1 The TIPC Court shall decide whether or not to follow the original nominating process for a new arbitral appointment, in the event:
- i. The TIPC Court concludes that Justifiable doubts exist as to any arbitrator candidate's suitability, independence or impartiality;
  - ii. If a nominee declines the appointment as arbitrator;
  - iii. If an arbitrator is to be replaced for any reason in accordance with Article 10.
- 11.2 The opportunity given to a party to make any re-nomination, shall be waived, if not exercised within the time period determined and communicated by TIPC Court. In such a case, the TIPC Court shall proceed with the appointment of the replacement arbitrator without such re-nomination.
- 11.3 When re-constituted, the Arbitral Tribunal shall decide whether and if so, to what extent, shall the previous proceedings in the arbitration stay relevant, except for any award already decreed.

#### **Article 12            Exclusion of Liability**

- 12.1 Except in the event of intentional wrongdoing, the parties shall waive to the fullest extent allowed under the applicable law, any claim against the arbitrators, the


appointing authority and any person appointed by the Arbitral Tribunal based on any act or omission in connection with the arbitration.

### **Article 13            Communication between Parties and the Arbitral Tribunal**

- 13.1 After the setting up of the Arbitral Tribunal, all communications between the Arbitral Tribunal and the parties shall take place directly, with the Registrar being copied in all such communications.
- 13.2 In the event the Registrar sends any written communication to any one party on behalf of the Arbitral Tribunal or TIPC Court, all other parties shall be copied in the communication.
- 13.3 Where any party delivers any communication including documents or statements, to the Arbitral Tribunal, it shall deliver a copy of the communication including documents and statements, to each arbitrator, all other parties and the Registrar. The communication shall also include a statement from the party delivering the communication, certifying that a copy has been delivered to all stakeholders.
- 13.4 Once the arbitration proceedings have started, no party shall initiate any unilateral contact regarding the arbitration with any member of the TIPC Court linked directly or indirectly with the case, or any member of the Arbitral Tribunal or the Registrar, except for administrative matters with the Registrar.

### **Article 14            Arbitral Proceedings**

- 14.1 In accordance with the Arbitration Agreement, the Arbitral Tribunal shall act diligently in the performance of its general duties, which shall include:
  - i. A duty to treat all parties with equality, impartiality and fairness, giving each party reasonable opportunity of presenting its case;
  - ii. A duty to adopt procedures suitable to the circumstances of the arbitration, so as to avoid unnecessary delay and expense and to provide a fair, efficient and expeditious process until ultimate resolution of the parties' dispute.
- 14.2 The Arbitral Tribunal shall discharge its general duties pursuant to Article 14.1, at its sole discretion, except for mandatory provisions of any applicable law or any rules of law the Arbitral Tribunal may decide to be applicable. Throughout the arbitration process, all parties shall act in good faith for a fair, efficient and expeditious conduct of the arbitration.
- 14.3 The parties and the Arbitral Tribunal shall make contact within a period of 15 days from the receipt of the written notification from the Registrar, regarding the constitution of the Arbitral Tribunal. Such contact may be through video conferencing, any online communication tools, conference calls or any other means agreed with the Registrar.

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- 14.4 As soon as practical after its constitution and after inviting the parties to express their views, the Arbitral Tribunal shall establish the arbitration's provisional timetable. The Arbitral Tribunal may, at any time, after inviting the parties to express their views, extend or reduce any period of time prescribed under these Rules or agreed by parties.
- 14.5 Parties in the arbitration may submit joint proposals for consideration by the Arbitral Tribunal, for the conduct of their arbitration.
- 14.6 The Arbitral Tribunal may make any procedural order, if it considers it appropriate given the circumstances of the arbitration, to ensure a fair, efficient and prompt conduct of the arbitration.
- 14.7 The Arbitral Tribunal shall give all parties a reasonable opportunity to express their views. During appropriate stages of the proceedings, the Arbitral Tribunal shall, at the request of parties, hold hearings for the presentation of evidence by witnesses, expert witnesses or for oral argument. In the absence of such requests from parties, the Arbitral Tribunal may at its sole discretion, decide to hold or not such hearings or to conduct the proceedings on the basis of documents and related materials submitted by Claimant and Respondent.
- 14.8 In accordance with Article 14.6, The Arbitral Tribunal, in order to expedite the procedure to be adopted in the arbitration, may:
- i. Set an appropriate period of time for any stage, or step to be taken in the arbitration;
  - ii. Shorten any period of time;
  - iii. Make any other order that it considers appropriate in the context of the arbitration.
- 14.9 In the case of an Arbitral Tribunal where there is more than one arbitrator, the leading/presiding arbitrator may make procedural agreements alone, subject to having obtained prior agreement from the other members of the Arbitral Tribunal.

## **Article 15 Tribunal Secretary**

- 15.1 An Arbitral Tribunal may seek assistance from a Tribunal Secretary with respect to the arbitration, but under no circumstances, shall the Arbitral Tribunal delegate any of its decision-making function to the Tribunal Secretary. The Tribunal Secretary shall execute its tasks on behalf of and under the supervision of the Arbitral Tribunal. The Arbitral Tribunal shall ensure that all tasks executed by the Tribunal Secretary are performed in line with TIPC Rules.
- 15.2 Prior to the appointment of a Tribunal Secretary, each Tribunal Secretary candidate shall:
- i. Submit a signed declaration of impartiality and independence

- ii. Disclose any circumstances known to him or her which may cast reasonable doubt in the mind of any party to any justifiable doubts concerning his or her impartiality or independence. In such a case, the candidate shall explicitly specify these circumstances in their declaration.
  - iii. Confirm his or her availability, willingness and ability to devote the required time, diligence and industry to ensure the expeditious and efficient conduct of the arbitration;
  - iv. Submit the declaration and agreement to the Registrar and the Arbitral Tribunal.
- 15.3 The Tribunal Secretary shall need approval from all parties, prior to being appointed as Tribunal Secretary and giving any assistance to the Arbitral Tribunal. The approval of the Tribunal Secretary is subject to:
- i. All parties agreeing to the tasks that may be executed by the Tribunal Secretary;
  - ii. All parties agreeing to the Tribunal Secretary's Schedule of Costs, in accordance with Appendix A "Schedule of Costs" and entitlement of reimbursement of expenses incurred with respect to the arbitration;
  - iii. Receipt of written declaration pursuant to Article 15.2;
  - iv. Approval of selected Tribunal Secretary candidature by all parties.
- 15.4 In the event, the Tribunal Secretary shall be required to perform additional tasks, notwithstanding those agreed under Article 15.3(i), or the hourly rate of the Tribunal Secretary is to be increased, prior approval must be sought by the Arbitral Tribunal from all parties.
- 15.5 In case a party has not objected to any of the requirements under Articles 15.3 and 15.4 within the time period set by the Arbitral Tribunal, the party shall be deemed to have agreed to such requirements.
- 15.6 All costs related to the Tribunal Secretary, either as Fees or as expenses reimbursed to the Tribunal Secretary, shall be considered as part of Arbitration costs and shall be consolidated in the Arbitration Costs as determined by the TIPC.
- 15.7 After the appointment of a Tribunal Secretary or after the submission of the signed declaration, should any circumstances become known to the Tribunal Secretary that may give rise in the mind of any party, justifiable doubts concerning his or her impartiality or independence, such circumstances shall be immediately disclosed in writing and submitted to TIPC – the Court, any other members of the Arbitral Tribunal and all parties in the arbitration.
- 15.8 A Tribunal Secretary shall be committed to assume a continuing duty until the conclusion of the arbitration.
- 15.9 A Tribunal Secretary may be removed by the Arbitral Tribunal at its sole discretion.

## **Article 16 Place of Arbitration**

- 16.1 Unless otherwise agreed by the parties under the Arbitration Agreement, the place of arbitration shall be determined by the Arbitral Tribunal in consideration of the circumstances and context of the case.
- 16.2 The Arbitral Tribunal may meet at any location it considers suitable for deliberations. The Arbitral Tribunal may also meet at any location it considers appropriate for hearings or for any other purpose, unless otherwise agreed by parties.
- 16.3 The Award shall be deemed to have been made at the place of the arbitration.

## **Article 17 Language**

- 17.1 Prior to the formation of the Arbitral Tribunal, the initial language of the arbitration shall be the language or prevailing language of the Arbitration Agreement, unless otherwise agreed (in writing) by the parties.
- 17.2 Unless the parties have agreed on the language or languages of the arbitration, the Arbitral Tribunal, after its formation, shall determine the language or languages to be used after giving the parties a reasonable opportunity to submit their written comments and taking into account the initial language or languages of the arbitration and any other matter it may consider suitable in the circumstances.
- 17.3 The Arbitral Tribunal may order that any document submitted together with the Statement of Claim or Statement of Defense or any supplementary documents or exhibits submitted in the course of the proceedings, in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or as determined by the Arbitral Tribunal.

## **Article 18 Statement of Claim**

- 18.1 The Claimant shall deliver its Statement of Claim in writing to the Arbitral Tribunal and all other parties, within a period of time to be determined by the Arbitral Tribunal. Alternatively, the Claimant may opt to treat its Notice of Arbitration referred to in Article 2, as a Statement of Claim, subject to the Notice of Arbitration being in compliance with Articles 18.2 to 18.4.
- 18.2 The Statement of Claim shall include the following:
  - i. The Names & Contact details of the parties such as Postal Address, telephone number, email address;
  - ii. A statement of the facts supporting the claim;
  - iii. The points at issue;
  - iv. The relief or remedy being sought;
  - v. The documentary evidences or arguments supporting the claim.

- 18.3 A copy of the Contractual Agreement or other legal instrument under which the dispute has occurred and a copy of the Arbitration Agreement, shall be annexed to the Statement of Claim.
- 18.4 The Statement of Claim shall set out in sufficient detail the relevant facts and shall be supported by legal submissions and documentary evidences relied upon by the Claimant.

## **Article 19 Statement of Defense**

- 19.1 Following receipt of the Claimant's Statement of Case or the Claimant's election to treat the Notice of Arbitration as its Statement of Claim, the Respondent shall submit its Statement of Defense in writing to the Claimant and the Arbitral Tribunal within a period of time to be determined by the Arbitral Tribunal. The Respondent may opt to treat its response to the Notice of Arbitration in accordance with Article 3, as a Statement of Defense, subject to the Response to the Notice of Arbitration being in compliance with Article 19.2.
- 19.2 In its Statement of Defense, the Respondent shall reply to the particulars of Article 18.2 – Sections ii to v, of the Statement of Claim.
- 19.3 The Respondent may submit a counterclaim with its Statement of Defense. In this case, the Statement of Defense shall set out in sufficient detail the relevant facts and shall be supported by legal submissions and documentary evidences relied upon by the Respondent.
- 19.4 On receipt of the Respondent's Statement of Defense and Statement of Counterclaim if applicable, the Claimant shall submit its written Statement of Reply and a Statement of Defense to Counterclaim, in the event there is a Statement of Counterclaim from the Respondent. The Claimant shall submit all documents or documentary evidences relied upon. The written Statement and documents shall be submitted to all parties and the Arbitral Tribunal within the time limit determined by the Arbitral Tribunal.
- 19.5 In the event the Statement of Reply includes a Statement of Defense to Counterclaim, the Respondent shall be allowed to deliver its written Statement of Reply to the Defense to Counterclaim. The written Statement and documents shall be submitted to all parties and the Arbitral Tribunal within the time limit determined by the Arbitral Tribunal.
- 19.6 Unless otherwise determined by the Arbitral Tribunal, no party shall be allowed to submit any further written Statement, following the submission, if any, in accordance with Article 19.5.
- 19.7 Failure by the Respondent to submit a Statement of Defense or the Claimant to submit a Statement of Defense to Counterclaim, or failure by any party to avail itself of any opportunity to present its written case, in accordance with the requirements of this Article 15 or otherwise agreed by the Arbitral Tribunal, The



Arbitral Tribunal may proceed with the Arbitration, with or without a hearing and issue an award.

- 19.8 Following the completion of the written stage of the arbitration, The Arbitral Tribunal shall proceed in compliance with written agreement by the parties or pursuant to the Arbitral Tribunal's authority under the Arbitration Agreement.

## **Article 20 Amendments to Claim or Defense**

- 20.1 At any time during the course of the arbitral proceedings, a party may amend or supplement its claim or defense, including a counterclaim or a claim for the purpose of a set-off, unless otherwise directed by the Arbitral Tribunal, having regard to the delay in making it or prejudice to other parties or any other circumstances by such an amendment or supplement. However, a claim or defense, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a way that the amended or supplemented claim or defense falls outside the jurisdiction of the Arbitral Tribunal.

## **Article 21 Jurisdiction and Authority**

- 21.1 The Arbitral Tribunal shall have the power to rule on its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of the Arbitration Agreement.
- 21.2 For that purpose, an arbitration clause that forms part of a contract shall be considered as an agreement independent of the other terms of that contract. A decision by the Arbitral Tribunal that such other agreement is null or non-existent, shall not cause automatically the invalidity of the arbitration clause.
- 21.3 Any objection that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the Statement of Defense, or with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or the claim for the purpose of a set-off. An objection that the Arbitral Tribunal is acting beyond its scope of authority, shall be raised straightaway after the Arbitral Tribunal indicates its intention to act upon the matter purported to be beyond its authority. However, the Arbitral Tribunal may admit a later plea as to its jurisdiction or authority, in the event it considers it justifiable in the circumstances.
- 21.4 The Arbitral Tribunal may rule on a plea referred to in Article 21.3 either as a preliminary question or in an award on the merits. Notwithstanding any pending objection to its jurisdiction or authority, the Arbitral Tribunal may proceed with the arbitral proceedings and issue an award.
- 21.5 Upon agreement to arbitration under the Arbitration Agreement, following constitution of the Arbitral Tribunal, it shall be deemed that the parties have agreed not to apply for any relief regarding the Arbitral Tribunal's jurisdiction or authority, to any state court or legal authority, except in case:
- i. There is a prior written agreement between all parties to the arbitration;

- ii. Prior authorisation has been obtained from the Arbitral Tribunal;
- iii. Following the latter's award on the objection to its jurisdiction or Authority.

## **Article 22 Time Periods and Additional Statements**

- 22.1 The time periods fixed by the Arbitral Tribunal for the submission of written statements, such as Statement of Claim, Statement of Defense, etc. shall not exceed 30 days, except if otherwise determined by the Arbitral Tribunal.
- 22.2 In addition to the Statement of Claim and the Statement of Defense, the Arbitral Tribunal may stipulate if further written statements shall be required from the parties or may be presented by them. In such cases, the Arbitral Tribunal shall determine the time periods to be allowed for communicating such statements.

## **Article 23 Evidence**

- 23.1 The burden to prove the facts relied upon by any party to support its claim or defense, shall lie on that concerned party.
- 23.2 The admissibility, relevance, materiality and weight of evidence shall be determined by the Arbitral Tribunal.
- 23.3 Witnesses, including subject matter experts, presented by parties to testify on any matter relating to the dispute, may be any individual, notwithstanding that individual being a party to the arbitration or in any way related to a party. Witnesses including expert witnesses, may submit written and signed statements, except if determined otherwise by the Arbitral Tribunal.
- 23.4 The Arbitral Tribunal may, at any time during the arbitral proceedings, request parties to produce documentary evidence or exhibits, within such time periods as it deems necessary.


## **Article 24 Conservatory and Interim Measures**

- 24.1 Unless otherwise agreed by the parties, the Arbitral Tribunal may at the request of a party, grant any interim or conservatory measure it deems appropriate.
- 24.2 An interim measure is any provisional measure by which , at any time prior to the award resolving the dispute is decided, the Arbitral Tribunal orders a party, for instance and without limitation to:
- i. Maintain or restore the status quo pending determination of the dispute;
  - ii. Provide a method to preserve assets out of which a subsequent award may be fulfilled;
  - iii. Take action averting or abstaining from taking any action likely to cause current or imminent impairment or prejudice to the arbitral process itself;

- iv. Preserve evidence which may be pertinent and significant in resolving the dispute.
- 24.3 The granting of any such measure by the Arbitral Tribunal may be done subject to appropriate security being furnished by the requesting party. Any such order shall take the form of an order, giving reasons, or of an award, as the Arbitral Tribunal deems appropriate in the given circumstances.
- 24.4 The Arbitral Tribunal may require any party to disclose any material change in the circumstances on the basis of which the interim measure has been requested or granted.
- 24.5 The parties may apply to any competent judicial authority for interim or conservatory measures, before transmitting the file to the Arbitral Tribunal and even thereafter in exceptional circumstances.
- 24.6 The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an Arbitral Tribunal, shall not be deemed to be an infringement or a waiver to the Arbitration Agreement and the relevant powers reserved to the Arbitral Tribunal shall not be affected in anyway whatsoever.
- 24.7 The Tribunal Secretary shall be immediately notified of any such application and any measure taken by the judicial authority. The Tribunal Secretary shall inform the Arbitral Tribunal thereof.
- 24.8 In the event the Arbitral Tribunal, at a later stage determines that, in the circumstances then prevailing, the measure should not have been granted, the party having requested the interim measure, may be liable for any costs and damages caused by the measure to the other party. Such costs and damages may be awarded by the Arbitral Tribunal at any point during the proceedings.

## **Article 25 Hearings**

- 25.1 All parties have a right to a hearing before the Arbitral Tribunal prior to the ruling of the Arbitral Tribunal or any award on the merits.
- 25.2 A hearing shall be held at the request of a party, or in the absence of any such request, in the event the Arbitral Tribunal on its own motion decides to hear the parties.
- 25.3 The Arbitral Tribunal may also determine whether a hearing should be held at any stage, except if prior written agreement has been made between parties upon documents-only arbitration.
- 25.4 The conduct of any hearing shall be organized by the Arbitral Tribunal in advance, in consultation with the parties.

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- 25.5 In the event of oral hearings, parties will be given reasonable advance notice, by the Arbitral Tribunal, of the date, time and place thereof. On the basis of relevant facts and circumstances of the case, the Arbitral Tribunal, in consultation with the parties, may decide on the form the hearing shall be conducted. The hearing may be conducted by physical attendance or remotely by video conference or using secured other communication technology means, as determined by the Arbitral Tribunal after consultation with the parties.
  - 25.6 In the event any party fails to appear without a valid reason, despite being summoned, the Arbitral Tribunal shall have the authority to proceed with the hearing.
  - 25.7 Witnesses, including expert witnesses, may be heard and examined as deemed acceptable by the Arbitral Tribunal.
  - 25.8 Parties may appear in person or through duly authorized representatives or they may be assisted by advisers.
  - 25.9 All hearings shall be held in private, unless otherwise agreed by parties in writing.

#### **Article 26 Witnesses**

- 26.1 Prior to any hearing, The Arbitral Tribunal may order parties to disclose in writing, the identity of each witness that party intends to call and the subject matter of that witness's testimony, its content and relevance to the dispute.
- 26.2 The testimony of a witness or expert witness may be presented by a party in written form, as a signed statement or document, unless otherwise determined by the Arbitral Tribunal.
- 26.3 The Arbitral Tribunal and any party may request a witness on whose testimony another party relies, to attend a hearing for cross-examination before the Arbitral Tribunal. If that party fails to attend or refuses to attend the hearing without a valid reason, in spite of being summoned by the Arbitral Tribunal, the Arbitral Tribunal may exclude all or any part of the written testimony from the evidence, as it deems appropriate in the circumstances.
- 26.4 Any witness giving oral testimony at a hearing before the Arbitral Tribunal, may be questioned by each of the parties. The Arbitral Tribunal may also put questions at any stage of such a testimony.
- 26.5 Prior to the oral testimony of a witness, the Arbitral Tribunal shall be entitled to administer any appropriate oath or affirmation to that witness at any hearing .

#### **Article 27 Experts Appointed by the Arbitral Tribunal**


- 27.1 After consultation with the parties, the Arbitral Tribunal may appoint one or more independent experts to report to it in writing, on any specific issues that may be determined by the Arbitral Tribunal. The Arbitral Tribunal shall share with all

parties, a copy of the expert's terms of reference, as established by the Arbitral Tribunal.

- 27.2 Prior to accepting his or her appointment, the expert shall submit to the Arbitral Tribunal and to the parties, a description of all his or her qualifications and a statement of his or her impartiality and independence. Objections, if any by the parties, regarding the experts' qualifications or impartiality or independence, shall be communicated to the Arbitral Tribunal, within the time period determined by the Arbitral Tribunal. The Arbitral Tribunal shall decide to accept or reject such objections.
- 27.3 A party may object to an expert's qualifications, impartiality or independence, after the appointment of the expert, provided that the party becomes aware of such facts only after the appointment has been made. In such a case, the Arbitral Tribunal shall decide the actions to be taken, if any.
- 27.4 The Arbitral Tribunal may require any party to make available or give access to any relevant information, documents, reports, goods, samples, property, site or any such evidence, to the expert for inspection, on any terms the Arbitral Tribunal deems appropriate in the circumstances. Any dispute between a party and the expert, regarding the relevance of the required information or evidence, shall be referred to the Arbitral Tribunal for decision.
- 27.5 The expert shall submit his or her written report to the Arbitral Tribunal who shall in turn communicate a copy of the said report to all the parties. The parties shall be given the opportunity to express their opinion on the report and shall be entitled to question the expert on the report, at a hearing. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of Article 25 shall be applicable to such proceedings.
- 27.6 The fees and expenses of any expert appointed by the Arbitral Tribunal under Article 27, may be paid from the Advance Payment for Costs payable by the parties under Article 42 and shall form part of the Arbitration Costs under Article 41.

## **Article 28 Default**

- 28.1 In the event the Claimant fails to communicate its Statement of Claim, without showing sufficient cause, within such Time periods fixed by these Rules or by the Arbitral Tribunal, the Arbitral Tribunal shall issue an order to terminate the arbitral proceedings.
- 28.2 In the event the Respondent fails to communicate its Response to the Notice of Arbitration or its Statement of claim, without showing sufficient cause, within such Time periods fixed by these Rules or by the Arbitral Tribunal, the Arbitral Tribunal shall order the proceedings to continue, notwithstanding such failure as an admission of the Claimant's claims.

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- 28.3 The provisions of Article 28.2 also applies to a Claimant's failure to submit its defense to a Counterclaim or a Claim for the purpose of a set-off.
- 28.4 In the event, a party despite being notified, in accordance with these Rules, fails to appear at a hearing, without showing sufficient cause, the Arbitral Tribunal may proceed with the Arbitration.
- 28.5 In the event a party, despite being invited by the Arbitral Tribunal to produce documents, exhibits or any other evidence, fails to do so within such time as determined by the Arbitral Tribunal, without showing sufficient cause, the Arbitral Tribunal may proceed with the award on existing evidence only.

### **Article 29 Waiver of Right to Object**

- 29.1 If a party fails to object promptly to any non-compliance of these Rules or with any requirement of the Arbitration Agreement or any other rules applicable to the arbitral proceedings, it shall be deemed to be a waiver of the right of that party to object, except if that party can reasonably demonstrate that its failure to object was justifiable, under the circumstances.

### **Article 30 Closure of Proceedings**

- 30.1 Following the last hearing relating to matters to be decided to resolve the dispute or the filing of the last authorized submissions as evidence or proof, the Arbitral Tribunal shall:
- i. Declare the proceedings closed;
  - ii. Inform the Tribunal Secretary and the parties the expected date for submission of the award.
- 30.2 After the closure of the proceedings, no further submission or hearings or evidence shall be allowed to be made or produced, except if the Arbitral Tribunal, at its own initiative or upon a request made by a party, under exceptional circumstances, decides to reopen the hearings before any award is made.

### **Article 31 Time Limit for the Award**

- 31.1 The Arbitral Tribunal shall render its award within a time limit of six months from the date of the Request in accordance with Article 2.1. TIPC may fix a different time limit based upon the procedural timetable established pursuant to Article 6.
- 31.2 TIPC Court may extend the time limit pursuant to a judicious request from the Arbitral Tribunal or on its own initiative if it deems necessary to do so under the circumstances.

## **Article 32 Settlement or Termination**

- 32.1 In the event, the parties decide on a settlement of the dispute, prior to issuance of the award, the Arbitral Tribunal shall:
- i. Issue an order for the termination of the arbitral proceedings; or
  - ii. Subject to a request being made by the parties and followed by the Arbitral Tribunal's acceptance, record the settlement in the form of an arbitral award on agreed terms. The Arbitral Tribunal shall not have any obligation to justify for such an award.
- 32.2 The Arbitral tribunal may issue an order for the termination of the proceedings, prior to issuance of the award, in the event the continuation of the arbitral proceedings becomes unwarranted or unreasonable for any other reason not mentioned in Article 32.1. The Arbitral Tribunal shall have the power to issue such an order except in the absence of matters that need to be decided and the Arbitral Tribunal considers it appropriate to do so.
- 32.3 The Arbitral Tribunal shall communicate to the parties copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms. Such copies shall be duly signed by the arbitrators.

## **Article 33 Applicable Law, Amiable Compositor**

- 33.1 The Arbitral Tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties. Any designation of the law or legal system of a given jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction and not to its conflict of law rules. Failing such designation by the parties, the Arbitral Tribunal shall apply the rules of law which it determines to be appropriate.
- 33.2 The Arbitral Tribunal shall decide as amiable compositor or ex-aequo et bono only if the parties have expressly agreed that the Arbitral Tribunal should do so.
- 33.3 In all cases. The Arbitral Tribunal shall decide the case in accordance with the terms of the relevant contract and may take into account any usage of the trade applicable to the transaction.

## **Article 34 Making of the Award**

- 34.1 In the event the Arbitral Tribunal is composed of more than one arbitrator, any award or other decision of the Arbitral Tribunal shall be made by a majority decision. If there is no majority, the award shall be made by the Arbitral Tribunal's presiding arbitrator alone.
- 34.2 The award shall state the reasons upon which it is based.

34.3 The award shall be deemed to be made at the place of the arbitration and on the date stated therein.

### **Article 35 The Award**

35.1 The Arbitral Tribunal may make separate awards on different issues at different times.

35.2 In the event the Arbitral Tribunal is constituted of more than one arbitrator and the Arbitral Tribunal fails to agree on any issue, the rule of the majority shall prevail. Failing a majority decision on any issue, the Leading/Presiding arbitrator shall decide that issue.

35.3 Unless otherwise agreed by the parties in writing, the Arbitral Tribunal shall make all awards in writing and shall state the reasons upon which such awards are based.

35.4 The awards shall be final and binding on the parties and the parties shall undertake to carry out any award with immediate effect, without any delay. The parties shall also waive irrevocably their right to any form of appeal, review or recourse to any state court or other legal authority, insofar as such waiver shall not be prohibited under any applicable law.

35.5 The awards shall be signed by the arbitrators and the awards shall also state the date the award is made and the seat of arbitration. In the event there is more than one arbitrator and any one of the arbitrators fails to sign, the awards shall indicate the reasons for the absence of the signature. The signature of the majority or failing a majority, the signature of the Leading/Presiding arbitrator will prevail. Unless agreed otherwise, the awards may be signed electronically.

35.6 Signed copies of the award by the arbitrators shall be communicated to the parties by the Arbitral Tribunal.

35.7 An award may be expressed in any currency, unless otherwise agreed by the parties.

35.8 Consent clause - All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of TIPC by one or more arbitrators appointed in accordance with the said Rules. Parties are free to adapt the clause to their particular circumstances. For instance, they may wish to stipulate the number of arbitrators given that the TIPC Arbitration Rules contain a presumption in favour of a sole arbitrator. Also, it may be desirable for them to stipulate the place and language of the arbitration and the law applicable to the merits. The TIPC Arbitration Rules do not limit the parties' free choice of the place and language of the arbitration or the law governing the contract.



## **Article 36 Interpretation of the Award**

- 36.1 A party, upon notice to the other parties, may request the Arbitral Tribunal, within 30 days after receipt of the award, to give an interpretation of the award.
- 36.2 The Arbitral Tribunal shall give the interpretation in writing to all parties, within 30 days following receipt of the request.
- 36.3 The interpretation shall form part of the award and the provisions of Article 34 shall apply.

## **Article 37 Correction of the Award**

- 37.1 Within 30 days after the communication of an award, the Arbitral Tribunal may on its own initiative, correct a clerical, computational, typographical or any error or omission of similar nature contained in the award.
- 37.2 Within 30 days after the receipt of an award, a party, with notice to other parties, may request the Arbitral Tribunal to correct any clerical, computational, typographical or any error or omission of similar nature contained in the award. The Arbitral Tribunal shall make the corrections within 30 days from the receipt of the request, if it considers the request justifiable.
- 37.3 The corrections referred to in Articles 37.1 and 37.2, shall be in writing and shall form part of the award and the provisions of Article 35 shall apply.

## **Article 38 Additional Award**

- 38.1 Within 30 days after the receipt of an award, a party, by written notice to the other parties, may request the Arbitral Tribunal to make an additional award as to any claim, counterclaim or crossclaim presented in the arbitral proceedings but not decided in any award by the Arbitral Tribunal.
- 38.2 In the event, after consulting the parties, the Arbitral Tribunal considers the Request under Article 37.1 to be justified, it shall render or complete its award within 60 days from the receipt of the request.
- 38.3 In the event, after consulting the parties, the Arbitral Tribunal considers the Request under Article 37.1, not justifiable, it may nonetheless issue an addendum to the award dealing with the request.
- 38.4 Within 30 days after the communication of an award, after consulting the parties, the Arbitral Tribunal may on its own initiative, make an additional award as to any claim, counterclaim or crossclaim presented in the arbitral proceedings but not decided in any award by the Arbitral Tribunal.

38.5 In the event such an award or additional award is made, it shall be in writing and shall form part of the award and the provisions of Article 35 shall apply.

### **Article 39 Award by Consent**

39.1 In the event the parties reach a settlement after the constitution of the Arbitral Tribunal, the settlement shall be recorded in the form of an award made by consent of the parties, subject to such an agreement made between the parties and subject to the Arbitral Tribunal agreeing to do so.

### **Article 40 Definition of Costs**

40.1 The Arbitral Tribunal shall determine the costs of the arbitration in one or more orders or awards.

40.2 The term “Costs of the Arbitration” includes only:

- i. The fees of the Arbitral Tribunal to be stated separately for each arbitrator and to be fixed by the Arbitral Tribunal itself in accordance with Article 40;
- ii. The reasonable travel and other expenses incurred by the Arbitral Tribunal;
- iii. The reasonable costs of expert advice and of any other assistance sought by the Arbitral Tribunal, including fees and expenses of any Tribunal Secretary;
- iv. The reasonable costs for legal representation and other assistance, including fees and expenses of any witnesses and experts, if such costs were claimed during the arbitration;
- v. The Registration and Administrative Fees payable to TIPC in accordance with Appendix A – “Schedule of Costs”, and any expenses payable to TIPC.

### **Article 41 Arbitration and Legal Costs and Apportionment of Costs**

41.1 The fees and expenses of the arbitrators shall be reasonable in amount, taking into account the amount in dispute, the complexity of the matter under dispute, the time spent by the arbitrators and any other relevant circumstances of the case.

41.2 The Arbitration Costs, excluding legal or other expenses incurred by the parties themselves, shall be determined by the TIPC Court in accordance with the Appendix A – “Schedule of Costs”. The parties shall be jointly and severally liable to the TIPC and Arbitral Tribunal for such Arbitration Costs.

41.3 The Arbitration Costs determined by the TIPC, shall be communicated by the Arbitral Tribunal through an order or award. The Arbitral Tribunal shall decide

on the proportion in which the Arbitration Costs shall be borne by each party, except if otherwise agreed by parties regarding liabilities for such costs.

- 41.4 The Arbitral tribunal shall have the power to decide by an order or award that all legal costs, including expenses, incurred by a party, be paid by another party.
- 41.5 The Arbitral Tribunal shall make its decisions on Arbitration and Legal Costs apportionment on the general principle that costs should reflect the parties' relative success and failure in the award or arbitration or under different issues, except if the Arbitral Tribunal considers it as being inappropriate under the Arbitration Agreement or otherwise.
- 41.6 Notwithstanding a Consent Award, the Arbitral Tribunal may also take into account the conduct of the parties and their representatives in the arbitration while determining costs apportionment. This may include cooperation in facilitating the proceedings as to cost and time and any non-cooperation resulting in undue delay and unnecessary expenses. The Arbitral Tribunal shall state in the order or award, any such decisions on costs made by the Arbitral Tribunal, with their reasons.
- 41.7 In the event that parties have agreed, before their dispute, the proportion in which the Arbitration and Legal Costs, shall be shared, irrespective of the outcome of the award, such agreement shall be confirmed by the parties in writing immediately after the commencement date.
- 41.8 In the event the arbitration is terminated, suspended or settled by agreement or otherwise, prior to the final award being issued, the parties shall remain jointly and severally liable to pay to TIPC and the Arbitral Tribunal, the Arbitration Costs determined by the TIPC Court.

#### **Article 42    Deposit for Costs**

- 42.1 As soon as practicable, after the receipt of the Notice of Arbitration by the Respondent, TIPC shall request the Claimant and Respondent each to deposit with TIPC an equal amount as an advance for the costs referred to in Article 40.2 i, ii, iii, v. TIPC shall provide a copy of such request to the Arbitral Tribunal.
- 42.2 In the event the Respondent submits a Counterclaim, or it otherwise appears appropriate in the circumstances, TIPC may request separate deposits.
- 42.3 During the course of the arbitration, TIPC may request the parties to effect additional deposits with TIPC to cover costs. The Arbitral Tribunal shall be notified of such requests, in writing.
- 42.4 In the event the parties fail to pay the deposits in full within 30 days after receipt of the request, TIPC shall so inform the parties for either of the parties to make the required payment, failing which, the Arbitral Tribunal may order suspension or termination of the arbitration or continue with the arbitration on such basis and in respect of such claim or counterclaim as the Arbitral Tribunal deems fit.

- 42.5 In the event a party pays the required deposits on behalf of another party, the Arbitral Tribunal may make an award for reimbursement of the payment.
- 42.6 When issuing the final award, TIPC shall submit a statement of account to the parties showing the deposits received and the expenses incurred. Any unexpended balance shall be returned to the parties in the same proportion in which it was paid by the parties.
- 42.7 TIPC shall place the deposits made by the parties in an account at a reputable licensed deposit-taking institution. TIPC shall have due regard to the possible need to make the deposited funds available immediately.

### **Article 43 Confidentiality**

- 43.1 Unless otherwise agreed,
- i. TIPC and the Arbitral Tribunal shall maintain the confidentiality of the arbitration and the award;
  - ii. The parties shall undertake to keep confidential all awards in the arbitration, including all materials in the arbitration created for the purpose of the arbitration and all documents produced by the other party in the proceedings, notwithstanding same being already in the public domain.
  - iii. The parties shall seek the same level of confidentiality from all people it involves in the arbitration, including but not limited to witnesses, expert witnesses, authorised representatives, counsels or service providers.
- 43.2 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 obligations, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a state court or other legal authority.
- 43.3 The provisions of Articles 43.1 and 43.2, with required changes, shall also be applicable to the Arbitral Tribunal, Tribunal Secretary any expert to the Arbitral Tribunal. Notwithstanding any other provision of the TIPC Rules, the deliberations of the Arbitral Tribunal shall be kept strictly confidential to its members and the Tribunal Secretary if applicable, save as required by any applicable law.
- 43.4 No award or part of any award is published by TIPC, unless prior written consent of all parties and the Arbitral Tribunal is obtained.

### **Article 44 Limitation of Liability**

- 44.1 None of the arbitrators, any person appointed by the Arbitral Tribunal, any Tribunal Secretary, any Registrar, any emergency arbitrator, any expert appointed by the Arbitral Tribunal, the TIPC Court and its members, TIPC and its employees, shall be liable to any party or person howsoever, for any act or omission in

connection with the arbitration, except to the extent such limitation of liability is prohibited by any applicable law;

- 44.2 After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 36, 37 and 38 have lapsed or been exhausted, neither TIPC nor the Arbitral Tribunal, any emergency arbitrator, any expert appointed by the Arbitral Tribunal, or Tribunal Secretary, shall be under an obligation to make statements to any person about any matter relating to the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

#### **Article 45 Expedited Procedure**

- 45.1 By agreeing to arbitration under the TIPC Rules, the parties agree that this Article 45 and the Expedited Procedure Rules set forth in Appendix D (collectively the “Expedited Procedure Provisions”) shall take precedence over any contrary terms of the arbitration agreement.

- 45.2 The Expedited Procedure Rules set forth in Appendix D, shall be applicable if:

- i. The amount in dispute does not exceed the limit set out in Article 1 Section 2 of Appendix D at the time of communication referred to in Article 1 Section 3 of that Appendix, or
- ii. If the parties so agree.

- 45.3 The Expedited Procedure Provisions shall not apply if:

- i. The Arbitration Agreement under the TIPC Rules was concluded before the date on which the Expedited Procedure came into force;
- ii. The parties have agreed to opt out of the Expedited Procedure Provisions;
- iii. The Court upon the request of a party, before the constitution of the Arbitral Tribunal or on its own motion, establishes that it is not appropriate in the circumstances to apply the Expedited Procedure Provisions.

#### **Article 46 Emergency Arbitrator**

- 46.1 A party who needs urgent interim or conservatory measures that cannot await the formation of the Arbitral Tribunal, may make an application for such measures in accordance with the Emergency Arbitrator Rules in Appendix C. Such applications shall be accepted, subject to being received by the TIPC Registrar prior to the transmission of the file to the Arbitral Tribunal, notwithstanding any party making the application having already submitted its Request for Arbitration.

- 46.2 The Emergency Arbitrator’s decision shall take the form of an order. Parties shall comply with any order made by the Emergency Arbitrator.

- 46.3 The Arbitral Tribunal shall not be bound by the Emergency Arbitrator's order, with respect to any question, issue or dispute determined in the order. The Arbitral Tribunal may amend, terminate or annul the order or any modification thereto made by the Emergency Arbitrator.
- 46.4 Any party's requests or claims related to the Emergency Arbitrators proceedings, including the reallocation of the costs of such proceedings and any claims arising of or in connection with the compliance or non-compliance with the order, shall be decided by the Arbitral Tribunal.
- 46.5 Articles 46.1 – 46.4 of the Rules and the Emergency Arbitrator Rules set forth in Appendix C (collectively the "Emergency Arbitrator Provisions") shall be applicable only to parties who are signatories to the Arbitration Agreement under the Rules that is relied upon for the application or successors to such signatories.
- 46.6 The Emergency Arbitrator Provisions are not applicable if:
- i. The Arbitration Agreement under the Rules was concluded prior to 1 January 2022;
  - ii. The parties have agreed to opt out of the Emergency Agreement Provisions;
  - iii. The Arbitration Agreement upon which the application is based arises from a treaty.
- 46.7 The Emergency Arbitrator Provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the Arbitration Agreement. Any such application and any measure taken by the judicial authority must be notified without delay to the Registrar

## **Article 47 General Rules**

- 47.1 In all matters not expressly provided for in the Rules, the TIPC Court and the Arbitral Tribunal shall act in the spirit of the Rules and shall make every reasonable effort to ensure that any award is legally recognized and enforceable at the Arbitral seat and at law.
- 47.2 In the event any party despite being aware that any provision of the Arbitration Agreement has not been complied with, and still proceeds with the arbitration without promptly raising any objection to such non-compliance, shall be deemed to have irrevocably waived its right to object for all purposes.

# Schedules

## APPENDIX A - Schedule of Arbitration Costs

The 'Schedule of Arbitration Costs' for arbitrations conducted under the TIPC Rules are applicable as follows:

### 1. Administrative Fees

- i. A non-refundable Registration fee is payable in advance upon Request for Arbitration:

**Registration Fee**                      **£ 1750**

- ii. Administration Fees in the administration of the arbitration by TIPC Secretariat is applicable at the hourly rate of:

**Case Administrator**              **£ 175**

**Counsel**                              **£ 225**

**Registrar**                            **£ 275**

**Casework Accounting**          **£ 150**

- iii. Miscellaneous Expenses, such as communication costs, telephone, travel, postage, use of technology tools, etc., borne by TIPC Secretariat or members of TIPC, will be chargeable to the parties.
- iv. An amount equivalent to 5% of the fees shall be payable to the Arbitral Tribunal for TIPC Overhead Expenses.
- v. Value Added Tax (VAT) may be applicable at prevailing rates at time of invoicing

### 2. Arbitral Tribunal Fees

- i. The Arbitral Tribunal Fees will be computed based on the case, its complexity, nature, industry, expected duration and subject to level of specialised knowledge to be sought in specific industries through subject matter experts or any requirements relating to specific qualifications or competencies of the arbitrators. The rates will be communicated to the parties, by the Registrar, upon appointment of the Arbitral Tribunal.
- ii. Travelling Expenses may be chargeable in Arbitral Tribunal's Fees.
- iii. All Expenses incurred with respect to the arbitration will be chargeable. Such expenses should be evidenced by supporting invoices and proof of payments.

- iv Value Added Tax (VAT) may be applicable at prevailing rates at the time of invoicing.

### **3. Bank Charges**

Upon Payment of Fees or telegraphic transfers by the parties to TIPC, any Bank charges incurred, shall be borne by the party or parties transferring the funds.

### **4. Allocation of Payments from Advance Payment**

- i. Funds received as advance payment may be used, against invoices, to cover any part of Arbitration Costs, such as:
  - a. TIPC's administrative charges;
  - b. Fees or expenses of members of the TIPC Court, Arbitral Tribunal, Subject Matter Experts appointed by the Arbitral Tribunal, Tribunal Secretary;
  - c. Communication technology and other related service tools costs, such as Zoom, Teams, etc..
- ii. All invoices relating to Fees shall be supported by Time Sheets, detailing the time spent on specific tasks, nature of the tasks and the rates at which the service is being charged. The rates shall be those that have been agreed between TIPC and the parties; These supporting documents and invoices shall be shared with the parties for transparency.
- iii. Disputes with respect to TIPC's fees, administrative charges or any other related expenses apportioned against the Advance Payment, shall be referred to and determined by the TIPC Court.

### **5. Emergency Arbitrator**

The Special Fee for emergency proceedings under Article 7 of the Emergency Arbitration Rules, TIPC Rules shall include the Application Fee and the Emergency Arbitrator's Fee.

- i. Non-refundable Application Fee for Emergency Arbitrator – Applicable under Article 7 of the TIPC Emergency Arbitration Rules: £ 5,000 depending upon the type of case and jurisdictions.
- ii. Non-Refundable Emergency Arbitrator's Fee – Payable on application for the appointment of an Emergency Arbitrator: £25,000 depending upon the type of case and jurisdictions.
- iii. The Emergency Arbitrator's Fee may be subject to an increase by the TIPC Court upon recommendation of the Registrar, anytime during the course of the emergency proceedings, depending on the specific circumstances of the case which may warrant a higher fee.



- iv. In case the appointment of an Emergency Arbitrator is challenged by any party, the party who applied for the appointment of the Emergency Arbitrator shall be liable to the TIPC for all sums that the TIPC Court may deem payable with respect to the fees and related expenses of the individual appointed to decide the challenge.
- v. Should TIPC refuse an application for the appointment of an Emergency Arbitrator, the Emergency Arbitrator's fee shall be treated as an advance payment for costs lodged by the applicant party on account of the Arbitration Costs, in accordance with Article 7 of the TIPC Emergency Arbitration Rules.
- vi. Value Added Tax or other related taxes may be applicable at prevailing rates, on charges relating to the emergency proceedings.

## **6. Tribunal Secretary**

- i. Tribunal Secretary: Applicable hourly rate shall range between £75 to £175.
- ii. The hourly fees charged with respect to the Tribunal Secretary's fees for work done relating to the arbitration, shall be calculated at the rate agreed by the parties.
- iii. Any time spent in travelling by the Tribunal Secretary, relating to the arbitration, may be chargeable on computation of costs.
- iv. In the event of time reserved but not used by the Tribunal Secretary due to postponement or cancellation of hearings, may be computed as costs at the agreed hourly rate of the Tribunal Secretary, provided that the basis for such charge shall be advised in writing to, and approved by the TIPC Court and prior communication having been made to parties.
- v. In the event the parties are agreeable to the refund of expenses incurred by the Tribunal Secretary in connection with the arbitration, the Tribunal Secretary may claim the expenses which shall be supported by invoices and/or receipts.
- vi. Value Added Tax or other related taxes may be applicable at prevailing rates, on charges relating to the Tribunal Secretary's Fees.

***Minimum Unit of Measure for Hourly chargeable tasks: 15 minutes***

## APPENDIX B - Recommended Arbitration Clause

Parties wishing to resolve their disputes through Arbitration, must ensure to have the relevant arbitration clause in their contract. Proposed arbitration clause that can be considered to be included in contracts are as follows:

### a. Future Disputes referred to arbitration under the TIPC Administered Rules

*“Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and resolved by arbitration administered by the Themis International Private Court (TIPC) under the TIPC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.*

The law of the arbitration shall be .....(Specify which law).

The number of arbitrators shall be .....(one or three – specify).

The arbitration proceedings shall be conducted in .....(specify language).”

### b. Existing Dispute

Parties to an existing dispute where neither an arbitration clause nor any previous agreement relating to arbitration exists and where such parties wish to refer their dispute to arbitration under the TIPC Administered Arbitration Rules, may agree to use the following terms:

*“We, the undersigned, agree to refer to arbitration administered by the Themis International Private Court (TIPC) under the TIPC Administered Arbitration Rules any dispute, controversy, difference or claim, including any dispute with respect to non-contractual obligations, arising out of or relating to:*

*(Include a brief description of the contract under which disputes, controversies, differences or claims have occurred).*

*The law of the arbitration shall be .....(Specify which law).*

*The number of arbitrators shall be .....(one or three – specify).*

*The arbitration proceedings shall be conducted in .....(specify language).*

*Claimant:\_\_\_\_\_ (Name & Signature)*

*Respondent:\_\_\_\_\_ (Name & Signature)*

*Date:\_\_\_\_\_”*

### c. Arbitration Administered by TIPC under the UNCITRAL Rules

Parties to a contract who wish to have any future disputes referred to arbitration administered by the Themis International Private Court (TIPC) under the UNCITRAL Rules [\[Insert link to the Rules-https://uncitral.un.org\]](https://uncitral.un.org), may consider to include the following arbitration clause:

*“Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and resolved by arbitration administered by the Themis International Private Court (TIPC) under the UNCITRAL Arbitration Rules in force at the time the Notice of Arbitration is submitted, as modified by the TIPC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules.*

*The law of the arbitration shall be .....(Specify which law).*

*The number of arbitrators shall be .....(one or three – specify).*

*The arbitration proceedings shall be conducted in .....(specify language).”*

### d. Ad-Hoc Arbitration Under the UNCITRAL Rules

Parties to a contract who wish to have any future disputes referred to arbitration under the UNCITRAL Rules may include an arbitration clause in their contract, in the following form:

*“Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and resolved by arbitration under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted.*

*The law of the arbitration shall be .....(Specify which law).*

*The Appointing Authority shall be .....(Themis International Private Court (TIPC))*

*The number of arbitrators shall be .....(one or three – specify).*

*The arbitration proceedings shall be conducted in .....(specify language).*



**e. Modifications to Recommended Clauses**

Request for modifications of standard clauses, should be directed to the TIPC Secretariat for discussion and approval.

**f. Mediation and Other Forms of Alternative Dispute Resolution (ADR)**

Recommended clauses and procedures for Mediation and other forms of Alternative Dispute Resolution (ADR), to be administered by TIPC or in where TIPC will act as Appointing Authority, are available on request from the TIPC Secretariat.

## APPENDIX C – Emergency Arbitrator Rules

### Article 1 Application for Emergency Measures

- 1.1 Prior to the formation or expedited formation of the Arbitral Tribunal under Article 1 of the TIPC Arbitration Rules (the “Rules”), any party wishing to have recourse to an emergency arbitrator pursuant to Article 46 of the Rules, shall submit its application to the Registrar.
- 1.2 The Application shall be made in writing and submitted electronically to the Registrar, together with a copy of the Request (if made by Claimant) or a copy with the Response (if made by Respondent) and delivered or notified forthwith to all other parties to the arbitration.
- 1.3 The application shall include the following information:
  - i. The full contact details of each of the parties;
  - ii. A description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
  - iii. The specific grounds for requiring, as an emergency, the appointment of an Emergency Arbitrator;
  - iv. A Statement of the Emergency Measures sought;
  - v. The reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an Arbitral Tribunal;
  - vi. Relevant agreements including the Arbitration Agreement;
  - vii. Any agreement with respect to place of arbitration, the applicable rules of law and the language of the arbitration;
  - viii. Proof of payment pursuant to Article 7.1 of the Emergency Arbitrator Rules;
  - ix. Any Request for Arbitration and any other submissions with regards to the underlying dispute, which have been filed with the Registrar by any of the parties to the Emergency Arbitrator Proceedings prior to the making of the Application;
  - x. Any other documentary evidence or information susceptible to contribute to the efficient examination of the Application.
- 1.4 The Application shall be drawn in the language of the arbitration if agreed upon by all the parties, or, in the absence of any such agreement, in the language of the Arbitration Agreement.
- 1.5 If and to the extent that TIPC Court considers, on the basis of the information contained in the Application, that the Emergency Arbitrator Provisions are applicable according to Articles 46.5 and 46.6 of the Rules, the Registrar shall submit a copy of the Application to the responding party. In the event, the

Registrar considers otherwise, The Registrar shall inform the parties that the Emergency Arbitrator Proceedings shall not take place.

- 1.6 The TIPC Court shall terminate the Emergency Arbitrator Proceedings if a Request for Arbitration has not been made to the Registrar, by the applicant, within 10 days from the Registrar's receipt of the Application, unless the Emergency Arbitrator determines that a longer time period is required.

## **Article 2 Appointment of the Emergency Arbitrator**

- 2.1 The TIPC Court shall determine the application as soon as possible in the circumstances. If the application is granted, an Emergency Arbitrator shall be appointed by the TIPC Court within three days of the Registrar's receipt of the Application.
- 2.2 Once the Emergency Arbitrator is appointed, the Registrar shall notify the parties accordingly and transmit the file to the Emergency Arbitrator. Thereafter, all written communications shall be submitted directly to the Emergency Arbitrator with copy to all the parties and the Registrar. A copy of all written communications from the Emergency Arbitrator shall be submitted to the Registrar.
- 2.3 The Emergency Arbitrator shall comply with the requirements of Article 7.2-7.4, until the conclusion of emergency proceedings.
- 2.4 An Emergency Arbitrator shall not act as an arbitrator in any arbitration with regards to the dispute that led to the Application.

## **Article 3 Challenge of the Emergency Arbitrator**

- 1.1 A party making a challenge of the appointment of an Emergency Arbitrator, must do so within three days from the receipt of notification of the appointment or from the date the party has been made aware of the facts and circumstances on which the challenge is based, in the event such date is subsequent to the receipt of such notification.
- 1.2 The challenge shall be decided by the TIPC Court, after the Emergency Arbitrator and the other parties are given the opportunity to give their comments in writing within a reasonable period of time as stipulated by TIPC Court.

## **Article 4 Place of Emergency Arbitration Proceedings**

- 4.1 In the event parties have prior agreement on the place of arbitration, the same place shall be the place of the emergency arbitration proceedings. In the absence of such agreement, the TIPC Court shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of arbitration pursuant to Article 16 of the Rules.
- 4.2 Meetings with the Emergency Arbitrator may be held in person at any location the Emergency Arbitrator deems appropriate or online through any video conferencing tool or platform deemed convenient.

## Article 5 Proceedings

- 5.1 The Emergency Arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings as soon as possible, typically within two days from the date of receipt of the file by the Emergency Arbitrator, pursuant to Article 2.2 of this Appendix C.
- 5.2 The Emergency Arbitrator shall conduct the proceedings as deemed appropriate by the Emergency Arbitrator, taking into account the nature and the urgency of the Application. In all cases, the Emergency Arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

## Article 6 Order

- 6.1 The Emergency Arbitrator's decision shall take the form of an order (the "Order"), pursuant to Article 46.2.
- 6.2 In the Order, the Emergency Arbitrator shall determine whether the Application is admissible in accordance with Article 46.1 of the Rules and whether the Emergency Arbitrator has jurisdiction to order the Emergency Measures.
- 6.3 The Order dated and signed by the Emergency Arbitrator, shall be made in writing and shall state the reasons upon which it is based.
- 6.4 The Emergency Arbitrator shall make the Order within a time period of 15 days from the date on which the file was transmitted to the Emergency Arbitrator, pursuant to Article 2.2 of this Appendix C. The TIPC Court may extend this time limit subject to a justifiable request from the Emergency Arbitrator or on the Registrar's own initiative if the Registrar deems it necessary.
- 6.5 The Emergency Arbitrator shall send the Order to the parties and a copy to the Registrar, within the time limit set in Article 6.4 of this Appendix C. All communications shall be in writing and transmitted in electronic format through any technology platform agreed pursuant to Article 6.1 of the Rules.
- 6.6 The Order shall cease to be binding on the parties, subject to:
- i. TIPC Court terminating the Emergency Arbitrator Proceedings, pursuant to Article 1.6 of this Appendix C;
  - ii. TIPC Court accepting a challenge against the Emergency Arbitrator in accordance with Article 3 of this Appendix C;
  - iii. The Arbitral Tribunal's final award, except if the Arbitral Tribunal decides otherwise;
  - iv. The withdrawal of all claims or the termination of the arbitration prior to the issuance of a final award.
- 6.7 The Emergency Arbitrator may make the Order depending on conditions he/she deems fit, including requiring the provision of appropriate security.

- 6.8 In the event a party makes a request on reasonable grounds, prior to the transmission of the file to the Arbitral Tribunal, the Emergency Arbitrator may modify, terminate or cancel the Order.

#### **Article 7 Costs of the Emergency Arbitrator Proceedings**

- 7.1 An amount of £ 30,000 shall be payable by the applicant, out of which £5,000 for TIPC administrative expenses and £25,000 for the Emergency Arbitrator's fees and expenses. Notwithstanding Article 1.5 of this Appendix C, the Application shall be notified only subject to receipt of payment of £30,000 by TIPC Registrar.
- 7.2 At any time during the course of the Emergency Arbitrator Proceedings, the TIPC Court may decide to increase the Emergency Arbitrator's Fees or TIPC administrative expenses based on:
- i. The nature and circumstances of the case;
  - ii. The complexity and volume of work performed by the Emergency Arbitrator, TIPC Court, Registrar or Secretariat.

Failure by the party who submitted the Application, to pay the increased costs within the time limit fixed by TIPC, shall lead to the Application being withdrawn.

- 7.3 The costs of the Emergency Arbitrator Proceedings shall be fixed in the Emergency Arbitrator's Order. The Order shall also indicate the parties who shall bear the costs and the proportion in which the costs shall be borne by the parties.
- 7.4 In the event, the Emergency Arbitrator Proceedings is not pursued in accordance with Article 1.5 of this Appendix C, or is otherwise terminated prior to the making of an Order, the TIPC Court shall determine the amount to be refunded to the applicant. An amount of £4,000 representing TIPC administrative expenses shall, in all cases, be retained.

#### **Article 8 General Rule**

- 8.1 The TIPC Court shall have the power to decide all matters relating to the administration of the Emergency Arbitrator Proceedings not expressly provide for in this Appendix C.
- 8.2 With regards to the Emergency Arbitrator Proceedings, the TIPC Court, Registrar and Emergency Arbitrator shall act in the spirit of the Rules and this Appendix C, for all matters not expressly provided for in this Appendix C.



## APPENDIX D – Expedited Procedure Rules

### Article 1 Application of the Expedited Procedure Rules


- 1.1 Insofar as Article 45 of the TIPC Rules of Arbitration (the “Rules”) and this Appendix D do not provide otherwise, the Rules shall apply to an arbitration under the Expedited Procedure Rules.
- 1.2 The amount referred to in Article 45.2 Section(i) of the Rule is:
  - i. £2,000,000 if the arbitration under the Rules was concluded before 1 January 2022 ;
  - ii. £3,000,000 if the arbitration agreement under the Rules was concluded on or after 1 January 2022.
- 1.3 Following receipt of the Response to the Notice of Arbitration, pursuant to Article 3 of the Rules, or upon expiry of the time limit for the Response or any relevant time thereafter and subject to Article 45.3 of the Rules, the TIPC Secretariat shall inform the parties that the Expedited Procedure Provisions shall apply for the case.
- 1.4 The TIPC Court may, at any time during the arbitral proceedings, at its own discretion or upon request of a party, and after consultation with the Arbitral Tribunal and the parties, determine that the Expedited Procedure Provisions shall no longer apply to the case. In such an event, unless the Court considers replacement and/or reconstitution of the Arbitral Tribunal, the Arbitral Tribunal shall remain in place.

### Article 2 Constitution of the Arbitral Tribunal

- 2.1 TIPC Court may, notwithstanding any contrary provision of the arbitration agreement, appoint a sole arbitrator.
- 2.2 The parties may nominate the sole arbitrator within a time limit set by the TIPC Secretariat. In the absence of such nomination, the sole arbitrator shall be appointed by the TIPC Court within a reasonable time period.

### Article 3 Proceedings

- 1.3 After the constitution of the Arbitral Tribunal, no party shall make new claims, unless authorized by the Arbitral Tribunal after considering the nature of such claims, the stage of the arbitration, any cost implications and any other relevant circumstances.
- 1.4 The Arbitral tribunal shall have the discretion to adopt such procedural measures as it considers appropriate. The Arbitral Tribunal may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence or expert evidence.

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- 1.5 The Arbitral Tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts.

#### **Article 4 Award**

- 4.1 The Arbitral Tribunal shall issue its final award within six months from the date of commencement or such time period as agreed by the TIPC Court and/or the parties.
- 4.2 The fees of the Arbitral Tribunal shall be fixed according to the scales of administrative expenses and arbitrator's fees for the Expedited Procedure.

#### **Article 5 General Rule**

- 5.1 The TIPC Court and the Arbitral Tribunal shall act in the spirit of the Rules, in all matters concerning the Expedited Procedure not expressly provided for in this Appendix.