



INTERNATIONAL ECONOMIC FORUM OF
COMMERCE AND INDUSTRY

RULES-INTERNATIONAL ARBITRATION COURT

Effective from 1 St January 2023

Preamble

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PREAMBLE

Where any agreement, submission or reference howsoever made or evidenced in writing (whether signed or not) provides in whatsoever manner for arbitration under the rules of or by the IAC, the parties thereto shall be taken to have agreed in writing that any arbitration between them shall be conducted in accordance with the IAC Rules. These IAC Rules comprise this Preamble, the Articles together with the Annex to the IAC Rules and the Schedule of Costs as both from time to time may be separately amended by the IAC (the "IAC Rules")

THESE RULES:

1. "Award" includes a partial, interim or final award and an award of an Emergency Arbitrator.
2. "Committee of the Court" means a committee consisting of not less than two members of the Court appointed by the President (which may include the President);

3. "Court" means the Court of Arbitration of IAC and includes a Committee of the Court;
4. "Emergency Arbitrator" means an arbitrator appointed in accordance with paragraph 3 of Schedule 1;
5. "Practice Notes" mean the guidelines published by the Registrar from time to time to supplement, regulate and implement these Rules;
6. "President" means the President of the Court and includes any Vice President and the Registrar;
7. "Registrar" means the Registrar of the Court and includes any Deputy Registrar.
8. "Rules" means the Arbitration Rules of the IAC
9. "IAC" means the International Economic Forum Of Commerce And Industry .
10. "Tribunal" includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed.

ARTICLE 2- REQUEST FOR ARBITRATION

2.1 The party wishing to commence an arbitration under the IAC Rules (the "Claimant") shall deliver to the Registrar of the IAC a written request for arbitration containing or accompanied by:

- i. the full name and all contact details (including postal address, e-mail address, telephone, and facsimile numbers) of the Claimant and Claimant's legal representatives for the purpose of receiving delivery of all documentation in the arbitration.
- ii. the full terms of the Arbitration Agreement (excepting the IAC Rules) invoked by the Claimant to along with other documentation along with estimated monetary amount or value, the transaction(s).
- iii. Details of the arbitral seat, the language(s) of the arbitration, the number of arbitrators, upon which the parties have already agreed in writing.
- iv. Confirmation that the registration fees paid.

2.2 A copy of the arbitration agreement received by the Registrar of IAC the request shall be treated as the date upon which the arbitration has commenced for all purposes .

2.3 There may be one or more Claimants (whether or not jointly represented); and in such event, where appropriate, the term "Claimant" shall be so interpreted under the Arbitration Agreement.

ARTICLE 3- RESPONSE

3.1 Within 15 days of the Commencement Date upon application by the Respondent shall deliver to the Registrar a written response to the Request containing or accompanied by:

- i. The Respondent's full name and all contact details (including postal address, e-mail address, telephone and facsimile numbers) .
- ii. confirmation or denial of all or part of the claim advanced by the Claimant in the Request, including the Claimant's invocation of the Arbitration Agreement in support of its claim.
- iii. If Tribunal lacks jurisdiction, then confirmation or denial of all or part of the claims.
- iv. if not full confirmation, the Response may also include the Statement of Defence and a Statement of Counterclaim,
- v. Unless agreed by parties' statement by Respondent's own statement relating to the arbitral seat, the language(s) of the arbitration, the number of arbitrators, their qualifications, and identities.
- vi. The Respondent shall, at the same time as it files the Response with the Registrar, send a copy of the Response to the Claimant, and shall notify the Registrar.

ARTICLE 4 - IAC AND REGISTRAR

4.1 The functions of the IAC under the Arbitration Agreement shall be performed in its name by the President of the IAC (or any of its Vice-Presidents, Honorary Vice-Presidents or former Vice-Presidents) or by a division of three or more members of the IAC appointed by its President or any Vice-President (the "IAC Court").

4.2 The functions of the Registrar under the Arbitration Agreement shall be performed under the supervision of the IAC by the Registrar or any deputy Registrar.

4.3 All communications in the arbitration to the IAC from any party, arbitrator or expert to the Arbitral Tribunal shall be addressed to the Registrar.

ARTICLE 5 WRITTEN COMMUNICATIONS AND PERIODS OF TIME

For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any notice, communication or proposal shall be deemed to have been received if it is delivered:

- I. to the addressee personally or to its authorised representative.
- II. to the addressee's habitual residence, place of business or designated address.
- III. to any address agreed by the parties;
- IV. according to the practice of the parties in prior dealings; or
- V. if, after reasonable efforts, none of these can be found, then at the addressee's last-known residence or place of business.

5.1 Any notice, communication or proposal shall be deemed to have been received on the day it is delivered in accordance with Rule 2.1.

ARTICLE 6 - NUMBER AND APPOINTMENT OF ARBITRATORS

6.1A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Registrar, giving due regard to any proposals by the parties

6.2If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including by the arbitrators already appointed, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules.

6.3 The President shall appoint any nominee whose appointment has already been suggested or proposed by any party. Any decision by the President to appoint an arbitrator under these Rules shall be final and not subject to appeal.

ARTICLE 7- SOLE ARBITRATOR AND THREE ARBITRATORS

7.1If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons to serve as the sole arbitrator.

7.2 If within 15 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or set by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the President shall appoint the sole arbitrator.

ARTICLE 8 FORMATION OF ARBITRAL TRIBUNAL

8.1 The formation of the Arbitral Tribunal by the IAC shall not be impeded by any controversy between the parties relating to the sufficiency of the Request or the Response.

8.2 The expression the "Arbitral Tribunal" includes a sole arbitrator or all the arbitrators where more than one.

8.3 All arbitrators shall be and always remain impartial and independent of the parties.

8.4 Before appointment by the IAC , each arbitral candidate shall furnish to the Registrar (upon the latter's request) a brief written summary of his or her qualifications and professional positions .

8.5 The IAC shall appoint the Arbitral Tribunal promptly after receipt by the Registrar of the Response or, if no Response is received, after 15 days from the Commencement Date (or such other lesser or greater period to be determined by the IAC .

ARTICLE 9 NATIONALITY OF ARBITRATORS

9.1 Where the parties are of different nationalities, a sole arbitrator or the presiding arbitrator shall not have the same nationality as any party unless the parties who are not of the same nationality as the arbitral candidate all agree in writing otherwise.

ARTICLE 10 THREE OR MORE PARTIES

10.1 Where the Arbitration Agreement entitles each party howsoever to nominate an arbitrator, the parties to the dispute number more than two and such parties have not all agreed in writing that the disputant parties represent collectively two separate “sides” for the formation of the Arbitral Tribunal (as Claimants on one side and Respondents on the other side, each side nominating a single arbitrator), the IAC shall appoint the Arbitral Tribunal without regard to any party's entitlement or nomination.

ARTICLE 11 EMERGENCY ARBITRATOR

11.1 A In the case of emergency at any time prior to the formation or expedited formation of the Arbitral Tribunal any party may apply to the IAC for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings pending the formation or expedited formation of the Arbitral Tribunal .

11.2 B The application shall be made to the Registrar in writing together with a copy of the Request (if made by a Claimant) or a copy of the Response (if made by a Respondent).

i. The specific grounds for requiring, as an emergency, the appointment of an Emergency Arbitrator; and The Special Fee shall be subject to the terms of the Schedule of Costs. Its amount is prescribed in the Schedule, covering the fees and expenses of the Emergency Arbitrator and the administrative fees and expenses of the IAC with additional charges of the IAC .

11.3 B The IAC shall determine the application as soon as possible in the circumstances. If the application is granted, an Emergency Arbitrator shall be appointed by the IAC within seven days of the Registrar's receipt of the application.

11.5 B The Emergency Arbitrator shall decide the claim for emergency relief as soon as possible, but no later than 14 days following the Emergency Arbitrator's appointment.

11.6 B An order of the Emergency Arbitrator shall be made in writing, with reasons.

ARTICLE 12 REVOCATION AND CHALLENGES

12.1 The IAC may revoke any arbitrator's appointment upon its own initiative, at the written request of all other members of the Arbitral Tribunal or upon a written challenge by any party if:

- I. That arbitrator gives written notice to the IAC of his or her intent to resign as arbitrator, to be copied to all parties and all other members of the Arbitral Tribunal (if any);
- II. that arbitrator falls seriously ill, refuses or becomes unable or unfit to act; or
- III. Circumstances exist that give rise to justifiable doubts as to that arbitrator's impartiality or independence.

ARTICLE 13 NOMINATION AND REPLACEMENT

13.1 In the event that the IAC determines that justifiable doubts exist as to any arbitral candidate's suitability, independence or impartiality, or if a nominee declines appointment within 15 days as arbitrator, or if an arbitrator is to be replaced for any reason, the IAC may determine whether or not to follow the original nominating process for such arbitral appointment.

ARTICLE 14 COMMUNICATIONS BETWEEN PARTIES AND ARBITRAL TRIBUNAL

15.1 Following the formation of the Arbitral Tribunal, all communications shall take place directly between the Arbitral Tribunal and the parties (to be copied to the Registrar), unless the Arbitral Tribunal decides that communications should continue to be made through the Registrar.

15.2 Prior to the Arbitral Tribunal's formation, unless the parties agree otherwise in writing, any arbitrator, candidate or nominee who is required to participate in the selection of a presiding arbitrator may consult any party in order to obtain the views of that party as to the suitability of any candidate or nominee as presiding arbitrator, provided that such arbitrator, candidate or nominee informs the Registrar of such consultation.

ARTICLE 15 CONDUCT OF PROCEEDINGS

16.1 The parties and the Arbitral Tribunal are encouraged to make contact (whether by a hearing in person, telephone conference-call, video conference or exchange of correspondence) as soon as

practicable but no later than 21 days from receipt of the Registrar's written notification of the formation of the Arbitral Tribunal.

16.2 The parties may agree on joint proposals for the conduct of their arbitration for consideration by the Arbitral Tribunal. Such agreed proposals shall be made by the parties in writing or recorded in writing by the Arbitral Tribunal at the parties' request and with their authority.

ARTICLE 16 WRITTEN STATEMENTS

16.1 Unless the parties have agreed or jointly proposed in writing otherwise or the Arbitral Tribunal should decide differently within 15 days of receipt of the Registrar's written notification of the Arbitral Tribunal's formation, the Claimant shall deliver to the Arbitral Tribunal.

16.2 Within 15 days of receipt of the Claimant's Statement of Case or the Claimant's election to treat the Request as its Statement of Case, the Respondent shall deliver to the Arbitral Tribunal and all other parties either:

- (i) its written election to have its Response treated as its Statement of Defense
- (ii) its written Statement of Defense and (if applicable) Statement of Crossclaim setting out in sufficient detail the relevant facts and legal submissions on which it relies.

ARTICLE 17 SEAT(S) OF ARBITRATION AND PLACE(S) OF HEARING

17.1 The parties may agree on the seat of the arbitration. Failing such an agreement, the seat of the arbitration shall be determined by the Tribunal, having regard to all the circumstances of the case at any location it considers convenient or appropriate.

ARTICLE 18 LANGUAGE(S) OF ARBITRATION

18.1 The initial language of the arbitration shall be the language or prevailing language of the Arbitration Agreement unless the parties have agreed in writing otherwise.

ARTICLE 19 LEGAL REPRESENTATIVES

19.1 Any party may be represented in the arbitration by one or more authorized legal representatives appearing by name before the Arbitral Tribunal by written confirmation.

ARTICLE 20 ORAL HEARING(S)

20.1 Any party has the right to a hearing before the Arbitral Tribunal on the parties' dispute at any appropriate stage of the arbitration (as decided by the Arbitral Tribunal), unless the parties have agreed in writing upon a documents-only arbitration.

ARTICLE 21 WITNESS

21.1 Before any hearing, the Tribunal may require the parties to give notice of the identity of witnesses, including expert witnesses, whom the parties intend to produce, the subject matter of their testimony and its relevance to the issues.

21.2 The Arbitral Tribunal shall be entitled to administer any appropriate oath to any witness at any hearing, prior to the oral testimony of that witness.

ARTICLE 22 EXPERT(S) TO ARBITRAL TRIBUNAL

22.1 The Arbitral Tribunal, after consultation with the parties, may appoint one or more experts to report in writing to the Arbitral Tribunal and the parties on specific issues in the arbitration, as identified by the Arbitral Tribunal.

22.2 Any such expert shall be and remain impartial and independent of the parties; and he or she shall sign a written declaration to such effect, delivered to the Arbitral Tribunal and copied to all parties.

ARTICLE 23 JURISDICTION AND AUTHORITY

23.1 The Arbitral Tribunal shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of the Arbitration Agreement.

23.2 The Arbitral Tribunal may decide the objection to its jurisdiction or authority in an award as to jurisdiction or authority or later in an award on the merits, as it considers appropriate in the circumstances.

ARTICLE 24 DEPOSITS

FEES AND DEPOSITS

25.1 The Tribunal's fees and IAC fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. The parties may agree to alternative methods of determining the Tribunal's fees prior to the constitution of the Tribunal.

25.2 The Registrar shall fix the number of deposits payable towards the costs of the arbitration. Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent.

ARTICLE 25 -COSTS OF THE ARBITRATION

26.1 Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.

ARTICLE 26- TRIBUNAL'S FEES AND EXPENSES

26.1 The Tribunal's fees and IAC fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. The parties may agree to alternative methods of determining the Tribunal's fees prior to the constitution of the Tribunal. The fees of the Tribunal shall be fixed by the Registrar in accordance with the applicable Schedule of Fees or, if applicable, with the method agreed by the parties, and the stage of the proceedings at which the arbitration concluded.

ARTICLE 27 AWARD(S) AND CORRECTION OF AWARD(S)

27.1 The Arbitral Tribunal may make separate awards on different issues at different times, including interim payments on account of any claim or cross-claim. Such awards shall have the same status as any other award made by the Arbitral Tribunal.

27.2 The Arbitral Tribunal shall make any award in writing and, unless all parties agree in writing otherwise, shall state the reasons upon which such award is based. The award shall also state the date when the award is made and the seat of the arbitration; and it shall be signed by the Arbitral Tribunal or those of its members assenting to it.

ARTICLE 28 CONFIDENTIALITY

28.1 The parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain.

28.2 The ICA does not publish any award or any part of an award without the prior written consent of all parties and the Arbitral Tribunal.

ARTICLE 29 LIMITATION OF LIABILITY

29.1 None of the ICA (including its officers, members and employees), the ICA (including its President, Vice-Presidents, Honourary Vice-Presidents and members), the Registrar (including any deputy Registrar), any arbitrator, any Emergency Arbitrator and any expert to the Arbitral Tribunal shall be liable to any party howsoever for any act or omission in connection with any arbitration, save: (i) where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party; or

(ii) to the extent that any part of this provision is shown to be prohibited by any applicable law.

ARTICLE 30- ONLINE FILING

The system allows you to:

30.1 File Requests for Arbitration, Responses, applications for expedited formation of the tribunal, applications for expedited appointment of a replacement arbitrator, and applications for the appointment of an Emergency Arbitrator.

30.2 Submit any supporting documentation electronically.

30.3 Pay any filing fees online.

30.4 Generate a pdf document, at the conclusion of the process (and following payment of any fee), which you can print/save to your computer and also serve for service on the other parties to the arbitration; and

30.5 Access all your filings made online, including payment history.