

AMCA

Arbitration and
Mediation
Center of Armenia

ARBITRATION RULES

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ARBITRATION AND MEDIATION
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ARBITRATION RULES

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SECTION I. GENERAL PROVISIONS

Article 1. Arbitration and Mediation Center of Armenia

1. The "ARBITRATION AND MEDIATION CENTER OF ARMENIA" Foundation ("AMCA") is a non-profit organization established by the "Center for Legislation Development" Foundation, the Armenian Bar Association and the Armenian General Benevolent Union.

2. The AMCA has a Board of Trustees, a Secretariat and an Arbitration Council. The structure, the function and the authority of AMCA organs is set out in the Charter of the AMCA.

3. The AMCA shall not itself resolve disputes. It shall administer the resolution of disputes by arbitral tribunals in accordance with these Arbitration Rules ("the Rules").

4. The Arbitration Council, established by the Charter of the AMCA, has the functions provided by the Charter of the AMCA, the Rules, the Rules of Procedure of the Arbitration Council and other legal acts adopted by the AMCA.

5. The Secretariat of the AMCA administers arbitration proceedings in accordance with the Rules, the Charter of the AMCA and other legal acts adopted by the AMCA.

6. The Secretary General is responsible for managing the work of the Secretariat, in accordance with the Rules, the Charter of the AMCA, and other legal acts adopted by the AMCA.

Article 2. Scope of Application

1. The Rules have been approved by the AMCA and shall be applied to arbitration proceedings administered by the AMCA, where the arbitration agreement provides for the resolution of the dispute between the parties to be carried out pursuant to the Rules.

2. In cases referred to the AMCA for arbitration, the Rules shall constitute an integral part of the arbitration agreement and shall be deemed to be part of such agreement, unless otherwise agreed by the parties.

3. The AMCA may modify the Rules as provided in its Charter.

Article 3. Definitions

In these Rules:

1. “claimant” includes one or more claimants; “respondent” includes one or more respondents, and “additional party” includes one or more additional parties;
2. “party” or “parties” include claimants, respondents or additional parties;
3. “claim” or “claims” include any claim by any party against any other party;
4. “award” includes, inter alia, an interim, partial, final or additional award;
5. “written communications” includes all documents of any kind—e.g., notifications, pleadings, statements, orders and awards—submitted to or exchanged among the parties, arbitral tribunal or the Secretariat.

Article 4. Written communications; time limits

1. Unless otherwise provided in the Rules, all pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator, and the Secretariat. Any notification or communication from the arbitral tribunal to the parties shall also be sent in copy to the Secretariat.

2. All notifications or communications from the Secretariat and the arbitral tribunal shall be made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by any other party. Such notification or communication may be made by delivery against receipt, registered post, courier, email, or any other means of telecommunication that provides a record of the sending thereof.

3. A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative or would have been received if made in accordance with Article 4(2).

4. Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with Article 4(3). When the day next following such date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of

time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

SECTION II. COMMENCING THE ARBITRATION

Article 5. Request for Arbitration

1. A party wishing to have recourse to arbitration under the Rules shall submit its Request for Arbitration (the “Request”) to the Secretariat. The Secretariat shall notify the claimant and respondent of the receipt of the Request and the date of such receipt.

2. The date on which the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration.

3. The Request shall contain:

(1) the name of the claimant, identification data if a natural person, state registration data if it is a legal person, contact details of the claimant, physical address, email address and preferred means of notification;

(2) the name, physical address, email address and other contact details of the representative of the claimant;

(3) the name, physical address of the respondent, and other contact details, including email address, if available to the claimant;

(4) a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made;

(5) a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;

(6) the arbitration agreement(s) and other relevant agreements;

(7) any observations or proposals concerning the number of arbitrators and their choice in accordance with the provisions of Articles 13 and 14, and any nomination of an arbitrator required thereby; and

(8) any observations or proposals as to the seat of the arbitration, the applicable rules of law and the language of the arbitration.

4. When submitting the Request to the Secretariat, the payment of administrative fee shall also be made pursuant to Annex 1 of the Rules and evidence of payment shall be submitted with the Request.

5. Together with the Request the claimant shall submit a sufficient number of copies of the Request for each other party, each arbitrator and the Secretariat where the claimant requests transmission of the Request by delivery against receipt, registered post or courier.

6. The Request may also include the Statement of Claim referred to in Article 28.

7. The claimant may submit with the Request for Arbitration any document, contract or other evidence which, in the claimant's opinion, relates to the case, or refer to documents or other evidence to be submitted in future.

8. The Request and accompanying documents shall be submitted electronically, or, if that is not possible, in hard copy.

9. If the claimant fails to comply with the requirements concerning the Request, the Secretariat may fix a time limit within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant's right to submit the same claims at a later date in another Request.

10. The Secretariat shall transmit a copy of the Request and the documents annexed thereto to the respondent for its Answer to the Request once the Secretariat has sufficient copies of the Request and the required fee.

Article 6. Answer to the Request; Counterclaims

1. Within 30 days from receipt of the Request from the Secretariat, the respondent shall submit an Answer (the "Answer") which shall contain the following information:

(1) the name of the respondent, identification data of the respondent if a natural person, state registration data of the respondent if it is a legal person, and contact details of the respondent, physical address, email address, preferred means of notification and the information necessary for notification;

(2) the name, physical address, email address and other contact details of the representative of the respondent;

(3) comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made;

(4) response to the relief sought;

(5) any observations or proposals concerning the number of arbitrators and their choice in light of the claimant's proposals and in accordance with the provisions of Articles 13 and 14, and any nomination of an arbitrator required thereby; and

(6) any observations or proposals as to the seat of the arbitration, the applicable rules of law and the language of the arbitration.

2. The respondent may submit such other documents or information with the Answer as it considers appropriate or as may contribute to the efficient resolution of the dispute.

3. The Answer may also include the Statement of Defense referred to in Article 28.

4. The Secretariat may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and their choice and, where required by Article 14, the nomination of an arbitrator. If the respondent fails to do so, the Secretariat shall proceed in accordance with the Rules.

5. The Answer shall be submitted electronically, or, if that is not possible, in hard copy.

6. The Answer shall be submitted in a sufficient number of copies for each other party, each arbitrator and the Secretariat where the respondent requests transmission thereof by delivery against receipt, registered post or courier.

7. The Secretariat shall communicate the Answer and the documents annexed thereto to all other parties.

8. Any counterclaims made by the respondent shall be submitted with the Answer and shall provide:

(1) a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;

(2) a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;

(3) any relevant agreements and, in particular, the arbitration agreement(s); and

(4) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.

The respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.

9. The claimant shall submit a reply to any counterclaim within 30 days from receipt of the counterclaims communicated by the Secretariat. Prior to the transmission of the file to the arbitral tribunal, the Secretariat may grant the claimant an extension of time for submitting the reply.

Article 7. Effect of the Arbitration Agreement

1. Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted *ipso facto* to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.

2. If any party against which a claim has been made does not submit an Answer, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal, unless the Secretary General refers the matter to the Arbitration Council for its decision pursuant to Article 7(3).

3. In all cases referred to the Arbitration Council under Article 7(2), the Arbitration Council shall decide whether and to what extent the arbitration shall proceed. The arbitration

shall proceed if and to the extent that the Arbitration Council is *prima facie* satisfied that an arbitration agreement under the Rules may exist. In particular:

(1) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to Article 8(1), with respect to which the Arbitration Council is *prima facie* satisfied that an arbitration agreement under the Rules that binds them all may exist; and

(2) where claims pursuant to Article 10 are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Arbitration Council is *prima facie* satisfied (a) that the arbitration agreements under which those claims are made may be compatible, and (b) that all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.

The Arbitration Council's decision pursuant to Article 7(2) is without prejudice to the admissibility or merits of any party's plea or pleas.

4. In all matters decided by the Arbitration Council under Article 7(3), any decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the Arbitration Council decides that the arbitration cannot proceed, shall then be taken by the arbitral tribunal itself.

5. Where the parties are notified of the Arbitration Council's decision pursuant to Article 7(3) that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.

6. Where the Arbitration Council has decided pursuant to Article 7(4) that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.

7. If any of the parties refuses or fails to take part in the arbitration or at any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.

8. Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall

continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

Article 8. Joinder of Additional Parties

1. A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the "Request for Joinder") to the Secretariat. The date on which the Request for Joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of Articles 7(2)–7(6) and Article 10. Unless all parties, including the additional party, otherwise agree, or as provided for in Article 8(5), no additional party may be joined after the confirmation or appointment of any arbitrator. The Secretariat may fix a time limit for the submission of a Request for Joinder.

2. The Request for Joinder shall contain the following information:

- (1) the case reference of the existing arbitration;
- (2) the name, identification data if a natural person, state registration data if it is a legal person, contact details of each of the parties, including the additional party, physical address, email address and preferred means of notification; and
- (3) the information specified in Article 5(3), subparagraphs (4), (5) and (6).

The party filing the Request for Joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.

3. The provisions of Article 5 shall apply, *mutatis mutandis*, to the Request for Joinder.

4. The additional party shall submit an Answer in accordance, *mutatis mutandis*, with the provisions of Articles 6. The additional party may make claims against any other party in accordance with the provisions of Article 9.

5. Any Request for Joinder made after the confirmation or appointment of any arbitrator shall be decided by the arbitral tribunal once constituted and shall be subject to the additional party accepting the constitution of the arbitral tribunal and agreeing to the Protocol of Procedure, where applicable. In deciding on such a Request for Joinder, the arbitral tribunal

shall take into account all relevant circumstances, which may include whether the arbitral tribunal has prima facie jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure. Any decision to join an additional party is without prejudice to the arbitral tribunal's decision as to its jurisdiction with respect to that party.

Article 9. Claims Between Multiple Parties

1. In an arbitration with multiple parties, claims may be made by any party against any other party, subject to the provisions of Articles 7(2)-7(6) and Article 10, and provided that no new claims may be made after the Protocol of Procedure is signed without the authorization of the arbitral tribunal pursuant to Article 26(4).

2. Any party making a claim pursuant to Article 9(1) shall provide the information specified in Article 5(3), subparagraphs (4), (5) and (6).

3. Before the Secretariat transmits the file to the arbitral tribunal in accordance with Article 18, the following provisions shall apply, *mutatis mutandis*, to any claim made: Article 5(5); Article 5(10); Article 6(1) except for subparagraphs 1), 2), 5) and 6); Article 6(4); Article 6(6) and Article 6(7). Thereafter, the arbitral tribunal shall determine the procedure for making a claim.

Article 10. Claims under Multiple Contracts

1. Subject to the provisions of Articles 7(2)-7(6) and 26(4), claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

Article 11. Consolidation of Arbitrations

1. The Arbitration Council may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:

- (1) the parties have agreed to consolidation; or
- (2) all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or

(3) the claims in the arbitrations are not made under the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Arbitration Council finds the arbitration agreements to be compatible.

2. In deciding whether to consolidate, the Arbitration Council may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.

3. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

SECTION III. THE ARBITRAL TRIBUNAL

Article 12. General Provisions

1. Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration.

2. Arbitrators and prospective arbitrators shall not engage in any *ex parte* communication with the parties or their representatives regarding the case, except to discuss, prior to the nomination, the general characteristics of the case and the qualification, experience or specific expertise of the prospective arbitrator, as well as the prospective arbitrator's impartiality, independence and availability. Moreover, arbitrators may communicate with parties or party representatives on an *ex parte* basis for the purpose of the selection of the president of the arbitral tribunal. In all *ex parte* communications, an arbitrator or prospective arbitrator shall refrain from expressing any views on the substance of the dispute.

3. Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. The Secretariat shall

provide such information to the parties in writing and fix a time limit for any comments from them.

4. An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in Article 12(2) concerning the arbitrator's impartiality or independence which may arise during the arbitration.

5. The decisions of the Arbitration Council as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.

6. By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.

7. Insofar as the parties have not provided otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 13 and 14.

8. In order to assist prospective arbitrators and arbitrators in complying with their duties under Articles 12(2) and 12(3), each party must promptly inform the Secretariat, the arbitral tribunal and the other parties, of the existence and identity of any non-party which has entered into an arrangement for the funding of claims or defenses and under which it has an economic interest in the outcome of the arbitration.

Article 13. Number of Arbitrators

1. Disputes shall be decided by a sole arbitrator or by a tribunal of three arbitrators.

2. The parties may agree on the number of arbitrators. Where the parties have failed to agree upon the number of arbitrators, the dispute shall be decided by a sole arbitrator, save where due to the complexity of the dispute it appears to the Arbitration Council, that the case warrants the appointment of three arbitrators.

Article 14. Appointment and Confirmation of the Arbitrators

1. Where the parties have agreed that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator within 30 days from the date on which the Request was received by the respondent, unless the parties' agreement provides otherwise.

2. Where the parties have not agreed upon the number of arbitrators and the Arbitration Council decides that the dispute shall be referred to a sole arbitrator, the parties shall jointly designate the sole arbitrator within 30 days from the date of receipt of the Arbitration Council's decision.

3. If the parties fail to designate the sole arbitrator within the applicable time limit, the Arbitration Council shall proceed with the appointment.

4. Where the dispute is to be resolved by the tribunal of three arbitrators, each party shall nominate one arbitrator, unless otherwise agreed by the parties. The claimant shall nominate an arbitrator in the Request for Arbitration and the respondent shall make such nomination within 30 days in the Answer to the Request for Arbitration. If a party fails to nominate an arbitrator within the time limit provided in this paragraph or within such additional time as may be allowed by the Secretariat, the Arbitration Council shall make the appointment.

5. Where the dispute is to be resolved by a tribunal of three arbitrators, the third arbitrator, who shall act as the president of the arbitral tribunal, shall be nominated by the two already nominated co-arbitrators, unless the parties have agreed upon another procedure for such appointment. The nomination will be subject to confirmation by the Arbitration Council. Upon successful confirmation the president is deemed to be appointed. Should the procedure not result in a nomination within 10 days from the date of the request to nominate the president from the Secretariat to the already appointed co-arbitrators or any other time limit agreed upon by the parties, the third arbitrator shall be appointed by the Arbitration Council. The three-member tribunal shall be deemed to be appointed on the date of confirmation of the president of the tribunal by the Arbitration Council.

6. Notwithstanding any method agreed upon the parties regarding appointment of the arbitrator and/or constitution of the arbitral tribunal, in exceptional circumstances the Arbitration Council is entitled to appoint the arbitrator and/or all members of the tribunal to avoid a significant risk of unequal treatment and unfairness that may cause revocation of the arbitral award.

Article 15. Appointment of Arbitrators in Multiparty Arbitration

1. Where there are multiple claimants or multiple respondents, and where the dispute is to be resolved by a tribunal of three arbitrators, and unless otherwise agreed by the parties, the multiple claimants, jointly, and the multiple respondents, jointly, shall appoint an arbitrator pursuant to the time limits provided in Article 14. The third arbitrator, who shall act as the president of the arbitral tribunal, shall be nominated by already nominated co-arbitrators (subject to confirmation by the Arbitration Council). Should this procedure not result in a nomination within 10 days from date of the request to nominate the president from the Secretariat to the already appointed co-arbitrators or any other time limit agreed upon by the parties, the third arbitrator shall be appointed by the Arbitration Council. The three-member tribunal shall be deemed to be appointed on the date of confirmation of the president of the tribunal by the Arbitration Council.

2. Where an additional party has been joined to the arbitration and where the dispute is to be resolved by a tribunal of three arbitrators, the additional party may, jointly with the claimant or with the respondent, nominate an arbitrator pursuant to the procedure provided paragraph 1 of this Article.

3. Where the dispute is to be resolved by a sole arbitrator, the sole arbitrator shall be nominated by the agreement of all parties involved pursuant to the procedure provided in Article 14.

4. If any party or groups of parties fail to make a joint nomination pursuant to paragraphs 1 or 2 of this Article, the Arbitration Council may appoint the entire tribunal.

Article 16. Challenge of Arbitrators

1. A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based.

2. For a challenge to be admissible, it must be submitted by a party either within 15 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 15 days from the date when the party making the challenge was informed of the facts

and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.

3. The Arbitration Council shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and any other members of the arbitral tribunal to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

Article 17. Replacement of Arbitrators

1. An arbitrator shall be replaced upon death, upon acceptance of the arbitrator's resignation, upon acceptance of a challenge, or upon acceptance of a request of all the parties.

2. An arbitrator shall also be replaced on the Arbitration Council's own initiative when it decides that the arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.

3. When, on the basis of information that has come to its attention, the Arbitration Council considers applying Article 17(2), it shall decide on the matter after the arbitrator concerned, the parties and any other members of the arbitral tribunal have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

4. When an arbitrator is to be replaced, the Arbitration Council has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.

5. Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or been removed by the Arbitration Council pursuant to Articles 17(1) or 17(2), the Arbitration Council may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the Arbitration Council shall take

into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.

SECTION IV. THE ARBITRAL PROCEEDINGS

Article 18. Transmission of the File to the Arbitral Tribunal

1. The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the Secretariat at this stage has been paid.

Article 19. Party Representation

1. Each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of any changes in its representation.

2. The arbitral tribunal may, once constituted and after it has afforded an opportunity to the parties to comment in writing within a suitable period of time, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in party representation, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings.

3. At any time after the commencement of the arbitration, the arbitral tribunal or the Secretariat may require proof of the authority of any party representatives.

Article 20. Seat of Arbitration and Venue of Hearings

1. In the absence of an agreement between the parties, the seat of arbitration shall be Yerevan (Armenia), unless the arbitral tribunal determines otherwise.

2. The arbitral tribunal may, after consulting the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.

3. The arbitral tribunal may deliberate at any location it considers appropriate. In any case, the arbitration shall be deemed conducted, and the award rendered, at the seat of arbitration.

Article 21. Rules Governing the Proceedings

1. The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

Article 22. Language of the Arbitration

1. In the absence of an agreement by the parties, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances, including the language of the contract.

Article 23. Applicable Rules of Law

1. The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.

2. The law applicable to domestic arbitrations shall be the law of the Republic of Armenia. To the extent permitted by the law of the Republic of Armenia, the parties may agree upon the application of a different law.

3. The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.

4. The arbitral tribunal shall assume the powers of an amiable compositeur or decide *ex aequo et bono* only if the parties have agreed to give it such powers.

Article 24. Conduct of the Arbitration

1. The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.

2. In order to ensure effective case management, after consulting the parties, the arbitral tribunal shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties.

3. Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

4. In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

5. The parties undertake to comply with any order made by the arbitral tribunal.

Article 25. Third-Party Funding

1. A party shall disclose the existence of any third-party funding agreement and the identity of the third-party funder in its Request for Arbitration or immediately upon concluding a third-party funding agreement.

2. The funded party shall immediately notify the tribunal, the parties and the Secretariat of any changes to the third-party funding agreement in respect of which disclosures had previously been made.

3. The arbitral tribunal may order the disclosure of the information referred to in Article 25(1) and, after considering the views of the parties, details of the third-party funder's interest in the outcome of the proceedings, and whether the third-party funder has committed to undertake adverse costs liability.

4. After the constitution of the arbitral tribunal, a party shall not enter into a third-party funding agreement which may give rise to a conflict of interest with any member of the tribunal.

Article 26. Protocol of Procedure

1. As soon as it has received the file from the Secretariat, the arbitral tribunal shall draw up a Protocol of Procedure.

2. The Protocol of Procedure shall contain, among other things, the following information:

(1) the exact denomination and contact details of the parties and of their representatives, with an indication of the contact details to be used for the purpose of the arbitral proceedings;

(2) the name and address of the arbitrator or arbitrators, and contact details to be used for the purpose of the arbitral proceedings;

(3) a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;

(4) unless the arbitral tribunal considers it inappropriate, a list of issues to be determined;

(5) the names in full, address and other contact details of each of the arbitrators;

(6) the seat of the arbitration;

(7) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitral tribunal to act as amiable compositeur or to decide ex aequo et bono; and

(8) any other procedural issues.

3. The Protocol of Procedure shall be signed by the parties and the arbitral tribunal no later than 30 days from the transfer of the case file to the arbitral tribunal. If a party fails to sign the Protocol of Procedure, the Protocol of Procedure shall be deemed to be in force upon the signature of the other party and the sole arbitrator or all members of the arbitral tribunal.

4. After the Protocol of Procedure has been signed, the parties are not allowed to make any new claim(s), unless the arbitral tribunal, upon the application by a party, decides to accept a new claim(s) giving due regard to the nature of the new claim(s), stage of the proceedings and other relevant circumstances.

Article 27. Case Management Conference and Procedural Timetable

1. When drawing up the Protocol of Procedure or as soon as possible thereafter, the arbitral tribunal shall hold a case management conference to consult the parties on procedural measures that may be adopted pursuant to Article 24(2).

2. During such conference, or as soon as possible thereafter, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the efficient conduct of the arbitration.

3. To ensure continued effective case management, the arbitral tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.

4. Case management conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement of the parties, the arbitral tribunal shall determine the means by which the conference will be conducted. The arbitral tribunal may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through an internal representative.

Article 28. Statement of Claim and Statement of Defense

1. Unless already submitted under Article 5(6) of the Rules, the claimant shall, within the time limit provided in the procedural timetable or otherwise determined by the arbitral tribunal, submit its Statement of Claim, which shall set out:

- (1) a statement of facts supporting the claim;
- (2) a statement of legal arguments supporting the claim;
- (3) evidence relied upon by the claimant;
- (4) the relief sought.

2. Unless already submitted under Article 6(3) of the Rules, the respondent shall, within the time limit provided in the procedural timetable or otherwise determined by the arbitral tribunal, submit its Statement of Defense, which shall set out:

(1) any objections to the jurisdiction of the arbitral tribunal or the admissibility of the claim(s);

(2) a statement of facts supporting the defense, and the counterclaim or request for set off (if any);

(3) a statement of legal arguments supporting the defense, and the counterclaim and request for set off (if any); and

(4) evidence relied upon by the respondent.

3. During the arbitration proceedings, the parties may submit additional evidence within the time limit prescribed in the procedural timetable or as otherwise permitted by the arbitral tribunal.

4. The arbitral tribunal may decide any essential issue that it considers appropriate for the effective resolution of the dispute and that has not been raised by the parties in their written or oral submissions, provided that the issue has been clearly brought to the attention of the parties and the parties have been given an adequate opportunity to comment in writing or orally on every such issue during the hearings.

Article 29. Establishing the Facts of the Case

1. The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.

2. The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.

3. The arbitral tribunal, after consulting the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.

4. At any time during the proceedings, the arbitral tribunal may summon any party to provide additional evidence.

5. The arbitral tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

Article 30. Hearing

1. A hearing shall be held if any of the parties so requests or, failing such a request, if the arbitral tribunal on its own motion decides to hear the parties. When a hearing is to be held, the arbitral tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it. The arbitral tribunal may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.

2. If any of the parties, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.

3. The arbitral tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitral tribunal and the parties, persons not involved in the proceedings shall not be admitted.

4. The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.

Article 31. Closing of the Proceedings

1. After the last hearing or the filing of the last authorized submission, the arbitral tribunal shall declare the proceedings closed.

2. After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the arbitral tribunal.

Article 32. Conservatory and Interim Measures

1. Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitral tribunal considers appropriate.

2. Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. 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 of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitral tribunal thereof.

Article 33. Emergency Arbitrator

1. A party that requires urgent interim or conservatory measures ("Emergency Measures") prior to the composition of the arbitral tribunal, may make an application for an Emergency Measure pursuant to Annex 3 of the Rules. Any such application shall be accepted only if it is received by the Secretariat prior to the transmission of the file to the arbitral tribunal and irrespective of whether the party making the application has already submitted its Request for Arbitration.

2. The Chairperson of the Arbitration Council shall appoint an emergency arbitrator within as short a time as possible, normally within two days from the Secretariat's receipt of the application.

3. The emergency arbitrator's decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.

4. The emergency arbitrator's order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.

5. The arbitral tribunal shall decide upon any party's requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.

6. Articles 33(1)-32(4) and the Emergency Arbitrator Rules set forth in Annex 3 (collectively the "Emergency Arbitrator Provisions") shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.

7. The Emergency arbitrator provisions shall not apply if the parties have agreed to opt out of the Emergency Arbitrator Provisions.

8. 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 measures taken by the judicial authority must be notified without delay to the Secretariat.

Article 34. Expedited procedure

1. By agreeing to arbitration under the Rules, the parties agree that this Article and the Expedited Procedure Rules set forth in Annex 2 (collectively the "Expedited Procedure Provisions") shall take precedence over any contrary terms of the arbitration agreement.

2. The Expedited Procedure Rules set forth in Annex 2 shall apply if:

(1) the amount in a domestic dispute does not exceed the limit set out in Article 1(2) of Annex 2 at the time of the communication referred to in Article 1(3) of that Annex; or

(2) the parties so agree.

3. The Expedited Procedure Provisions shall not apply if:

- (1) the parties have agreed to opt out of the Expedited Procedure Provisions; or
- (2) the Arbitration Council, upon the request of a party before the constitution of the arbitral tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Provisions.

SECTION V. AWARDS

Article 35. Time Limit for the Final Award

1. The time limit within which the arbitral tribunal must render its final award is 6 months from the date of signing the Protocol of Procedure, unless the parties have agreed otherwise.
2. The Arbitration Council may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

Article 36. Making of the Award

1. When the arbitral tribunal consists of more than one arbitrator, the award is made by a majority decision. If there is no majority, the award shall be made by the president of the arbitral tribunal alone.
2. The award shall be deemed to be made at the place of the arbitration and on the date stated therein.

Article 37. Types and Content of the Award

1. The award shall be made in writing and state the reasons upon which the arbitral tribunal's decisions are based.
2. The award shall be signed by the arbitrators. Where there is more than one arbitrator and any one of them fails to sign, the award shall state the reason for the absence of the signature.
3. The arbitral tribunal may issue partial awards.

Article 38. Suspension, Settlement and Termination

1. The Secretariat or the arbitral tribunal, as appropriate, may suspend an arbitration, if the parties agree to initiate mediation.

2. In the event of a settlement, and if the parties so request, the arbitral tribunal may make a consent award on agreed terms. The arbitral tribunal is not obliged to provide reasons for a consent award or to include the settlement terms in the consent award.

3. If the parties do not require a consent award, the parties shall confirm to the arbitral tribunal and the Secretariat that a settlement has been reached, and the arbitral tribunal shall issue an order for the termination of the arbitration.

4. The arbitral tribunal shall, after considering the views of the parties, issue an order for the termination of the arbitration where:

(1) the claimant withdraws its claim, unless the respondent objects thereto and the arbitral tribunal recognizes a legitimate interest on the respondent's part in obtaining a final settlement of the dispute;

(2) the parties agree on the termination of the arbitration;

(3) the arbitral tribunal finds that the continuation of the arbitration has become unnecessary or impossible; or

(4) the Secretariat has deemed the relevant claims, counterclaims or cross-claims to be withdrawn for non-payment of advance on costs.

5. Prior to the constitution of the arbitral tribunal, the Secretariat shall have the power to terminate an arbitration in accordance with these Rules.

Article 39. Notification, Deposit and Enforceability of the Award

1. Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitral tribunal, provided always that the costs of the arbitration have been fully paid to the AMCA by the parties or by one of them.

2. Additional copies certified true by the Secretary General shall be made available on request and at any time to the parties, but to no one else.

3. By virtue of the notification made in accordance with Article 39(1), the parties waive any other form of notification or deposit on the part of the arbitral tribunal.

4. An original of each award made in accordance with the Rules shall be deposited with the Secretariat.

5. The arbitral tribunal and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.

6. Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

Article 40. Correction and Interpretation of the Award, Additional Award

1. On its own initiative, the arbitral tribunal may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted for approval to the Court within 30 days from notification of the award by the Secretariat pursuant to Article 39(1).

2. Any application of a party for the correction of an error of the kind referred to in Article 40(1), or for the interpretation of an award, must be made to the Secretariat within 30 days from receipt of the award by such party.

3. Any application of a party for an additional award as to claims made in the arbitral proceedings which the arbitral tribunal has omitted to decide must be made to the Secretariat within 30 days from receipt of the award by such party.

4. After transmission of an application pursuant to Articles 40(2) or 40(3) to the arbitral tribunal, the latter shall grant the other party or parties a short time limit, normally not exceeding 30 days, from receipt of the application by that party or parties, to submit any comments thereon. The arbitral tribunal shall make a decision not later than 30 days from expiry of the time limit for the receipt of any comments from the other party or parties or within such other period as the Secretariat may decide. A decision to correct or to interpret the award shall take

the form of an addendum and shall constitute part of the award. A decision to grant the application under paragraph 3 shall take the form of an additional award. The provisions of Articles 36, 37 and 39 shall apply *mutatis mutandis*.

SECTION VI. MISCELLANEOUS

Article 41. Confidentiality in Arbitration Proceedings

1. Unless otherwise agreed by the parties, the parties, the arbitral tribunal, the AMCA and any other person involved in the arbitration proceedings shall at all times treat all matters and all documents related to the proceedings and the award as confidential.

2. An award may be made public with the consent of all parties, or in situations where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

Article 42. General Rules

1. If a matter is not expressly regulated by the Rules, the AMCA and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to ensure that the award is legally enforceable.

2. In case of controversy between the different language versions of the Rules, the version of the language of the proceedings shall prevail. If the Rules version in the language of the proceedings does not exist, the English version shall be applicable.

Article 43. Modified Time Limits

1. The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.

2. The Arbitration Council, on its own initiative, may extend any time limit which has been modified pursuant to Article 43(1) if it decides that it is necessary to do so in order that the arbitral tribunal and the Arbitration Council may fulfill their responsibilities in accordance with the Rules.

Article 44. Waiver

1. A party which proceeds with the arbitration without raising its objection without undue delay to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement(s) relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

Article 45. Limitation of Liability

1. The arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the Arbitration Council and its members, the Secretariat and its employees shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

ANNEX 1**ARBITRATION COSTS AND FEES****Article 1. Advance on Costs**

1. The estimated advance on costs shall be fixed by the Secretariat to cover the costs of arbitration defined under Article 2(1).

2. The advance on costs shall be paid within 15 days from the date of constitution of the arbitral tribunal. The advance on costs fixed by the Secretariat pursuant to this Article shall be payable in equal shares by the claimant and the respondent.

3. Where counterclaims are submitted by the respondent, the Secretariat may fix separate advances on costs for the claims and the counterclaims. Once such separate advances on costs are fixed, each of the parties shall pay the advance on costs corresponding to its claims, within the time limits determined by the Secretariat.

4. If one of the parties claims a right to a set-off with regard to any claim, such set-off shall be taken into account in determining the advance to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the arbitral tribunal to consider additional matters.

5. Where claims are made under Article 11, the Secretariat shall fix one or more advances on costs that shall be payable by the parties within the time limit defined by Secretariat. Where any advance on costs has previously been fixed any such advance shall be replaced by the advance(s) fixed pursuant to this paragraph.

6. The amount of any advance on costs fixed by the Secretariat pursuant to this Article may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs, should such other party fail to pay its share, which shall be considered in the final award by the arbitral tribunal, upon the request of the party.

7. If a party fails to pay the advance on costs, the Secretariat shall ask the other party to make such payment within a defined time limit. In case the requested payment is not made, after

consultation with the arbitral tribunal, the Secretariat may suspend the proceedings and set a time limit for making such payment, on the expiry of which, failing payment, the claim shall be dismissed and part of the advance on costs (if any) shall be returned to the party. In case neither of the parties pays the advance on costs according to this Article the case shall be dismissed. Such event shall not deprive the claimant of the right to raise the same claim at a later time in another proceeding.

8. Upon the decision of the Secretariat, the advance on costs in whole or in part may be provided in the form of a bank guarantee or other form of security.

9. Before any expertise ordered by the arbitral tribunal can be commenced, the parties, or one of them, shall pay an advance on costs fixed by the arbitral tribunal sufficient to cover the expected fees and expenses of the expert as determined by the arbitral tribunal. The arbitral tribunal shall be responsible for ensuring the payment by the parties of such fees and expenses.

10. The amounts paid as advances on costs do not yield interest for the parties or the arbitrator.

Article 2. Composition and Calculations of Costs

1. The costs of the arbitration shall include the fees and expenses of the arbitrators and the AMCA administrative expenses, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration (together, the “Costs of Arbitration”).

2. The fees of arbitrators and the AMCA administrative fees are fixed by the Secretariat, in accordance with the Schedules hereinafter set out or, where the amount in dispute is not stated, at its discretion.

3. The Arbitration Council may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant Schedule should this be deemed necessary due to the exceptional circumstances of the case.

4. The final award shall fix the Costs of Arbitration and decide which of the parties shall bear them or in what proportion the costs shall be borne by the parties.

5. In making decisions as to costs, the arbitral tribunal may take into account such circumstances as it considers relevant, including the outcome of the case and the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.

6. In the event of the withdrawal of all claims or the termination of the arbitration before the rendering the final award, the Secretariat shall fix exact Costs of Arbitration, amount of which shall account for the expenses actually incurred until that time. In doing so the Secretariat shall consider stage of arbitration, the work performed by the arbitral tribunal and other relevant circumstances. In such case, if the parties have not agreed upon the allocation of the Costs of Arbitration, such allocation shall be decided by the arbitral tribunal, and if the arbitral tribunal is not constituted yet, such allocation shall be decided by the Secretariat pursuant to this paragraph.

7. At any time during the arbitral proceedings, the arbitral tribunal may make decisions as to costs (including the Costs of Arbitration) and order payment.

8. The arbitral tribunal may in the final award or in a partial award order a party or parties to pay any costs incurred by another party, including the cost of legal representation, unless otherwise agreed by the parties.

Article 3. Administrative Fee

1. The administrative fee shall be calculated from the amount in dispute in accordance with the Schedule below. If the amount of the dispute cannot be determined, the Secretariat shall define the administrative fee taking into consideration all relevant circumstances, at its discretion.

2. In international arbitrations, the administrative fees prescribed in this Article may be increased by the Secretariat by up to 300% taking into account the complexity of the dispute, the time the arbitral tribunal is expected to spend or has spent for resolving the case, the number of parties, the scope of organizational activities and other relevant circumstances.

3. In exceptional circumstances the Secretariat may deviate from the Schedule, provided that the amount of the administrative fee does not exceed the amount set out in the Schedule.

Schedule 1

Value of Claim (in AMD)	Administrative fees (in AMD)
Up to 5,000,000	150,000
5,000,001 to 10,000,000	150,000 + 2,5 % of amount over 5,000,000
10,000,001 to 20,000,000	250,000 + 2% of amount over 10,000,000
20,000,001 to 40,000,000	490,000 + 1,5% of amount over 20,000,000
40,000,001 to 80,000,000	790,000 +1% of amount over 40,000,000
80,000,001 to 200,000,000	1,190,000 + 0,5% of amount over 80,000,000
200,000,001 to 400,000,000	1,790,000 + 0,4% of amount over 200,000,000
400,000,001 to 1,000,000,000	2,590,000 + 0,3% of amount over 400,000,000/
1,000,000,001 to 4,000,000,000	4,390,000 + 0,1% of amount over 1,000,000,000
over 4,000,000,001	7,390,000 + 0.05% of amount over 4,000,000,000

Article 4. Arbitrators' fees

1. The Secretariat shall fix the fees of arbitrators in accordance with the scale set out in the Schedule below. When fixing the arbitrators' fees the Secretariat shall take into consideration the complexity of the dispute, the experience of the arbitrators and other relevant circumstances.

2. In international arbitrations, the Secretariat may increase the arbitrators' fees prescribed in this Article by up to 300% taking into account the complexity of the dispute, the time the

arbitral tribunal is expected to spend or has spent for resolving the case, the number of parties, the scope of organizational activities and other relevant circumstances.

3. The arbitrators’ fees prescribed in this Article are calculated for a sole arbitrator.

4. If the case is examined by an arbitral tribunal composed of three arbitrators, the fee shall be multiplied by the number of arbitrators, and shall be calculated as follows, at the discretion of the Secretariat: 40% of the arbitrators’ fees shall be paid to the presiding arbitrator, and the remaining 60% shall be divided equally between the two arbitrators; or 50% of the arbitrators’ fees shall be paid to the presiding arbitrator and the remaining 50% of the arbitrators’ fees shall be divided equally between the two arbitrators.

5. Amounts paid to the arbitrator do not include any possible taxes or charges prescribed by law.

Schedule 2

Value of Claim (in AMD)	Arbitrators’ fees (in AMD)
Up to 5,000,000	170,000
5,000,001 to 10,000,000	170,000 + 5 % of amount over 5,000,000
10,000,001 to 20,000,000	370,000 + 3% of amount over 10,000,000
20,000,001 to 40,000,000	710,000 + 2,5% of amount over 20,000,000
40,000,001 to 80,000,000	1,210,000 +2% of amount over 40,000,000
80,000,001 to 200,000,000	2,010,000 + 1,5% of amount over 80,000,000
200,000,001 to 400,000,000	3,810,000 + 1,2% of amount over 200,000,000
400,000,001 to 1,000,000,000	6,210,000 + 0,7% of amount over 400,000,000

1,000,000,001 to 4,000,000,000	10,410,000 + 0,2% of amount over 1,000,000,000
over 4,000,000,001	16,410,000 + 0.1% of amount over 4,000,000,000

Article 5. Arbitration Costs of the Expedited Procedure

Schedule 3

Value of Claim (in AMD)	Administrative fee (in AMD)
Up to 5,000,000	100,000
5,000,001 to 10,000,000	100,000 + 2 % of amount over 5,000,000
10,000,001 to 20,000,000	200,000 + 1,5% of amount over 10,000,000
20,000,001 to 40,000,000	390,000 + 1% of amount over 20,000,000
40,000,001 to 80,000,000	590,000 +0,5% of amount over 40,000,000
80,000,001 to 200,000,000	790,000 + 0,4% of amount over 80,000,000
200,000,001 to 400,000,000	1,190,000 + 0,3% of amount over 200,000,000
400,000,001 to 1,000,000,000	1,590,000 + 0,2% of amount over 400,000,000
1,000,000,001 to 4,000,000,000	2,190,000 + 0,1% of amount over 1,000,000,000
over 4,000,000,001	3,390,000 + 0.05% of amount over 4,000,000,000

Schedule 4

Value of Claim (in AMD)	Arbitrators' fees (in AMD)
Up to 5,000,000	120,000
5,000,001 to 10,000,000	120,000 + 2 % of amount over 5,000,000
10,000,001 to 20,000,000	220,000 + 1,5% of amount over 10,000,000
20,000,001 to 40,000,000	410,000 + 1% of amount over 20,000,000
40,000,001 to 80,000,000	610,000 + 0,5% of amount over 40,000,000
80,000,001 to 200,000,000	810,000 + 0,4% of amount over 80,000,000
200,000,001 to 400,000,000	1,300,000 + 0,3% of amount over 200,000,000
400,000,001 to 1,000,000,000	1,700,000 + 0,2% of amount over 400,000,000
1,000,000,001 to 4,000,000,000	2,300,000 + 0,1% of amount over 1,000,000,000
over 4,000,000,001	3,500 ,000 + 0.05% of amount over 4,000,000,000

Article 6. Arbitration Costs of the Emergency Arbitration

1. The applicant must pay an amount of 220,000 AMD consisting of 100,000 for the AMCA administrative expenses and 120,000 AMD for the emergency arbitrator's fees and expenses.

Article 7. Reimbursement

1. If the claimant withdraws the claim or the proceedings are otherwise terminated before the Request for Arbitration is received, 75% of the administrative fee is reimbursed.

2. If the claimant withdraws the claim before the arbitral tribunal is composed, 50% of the administrative fee is reimbursed.
3. In the event that the emergency arbitrator proceedings do not take place or are terminated prior to the making of an order, 50% of the administrative fee is reimbursed.
4. If the arbitration is terminated before approving the Protocol of Procedure, 25% of the administrative fee is reimbursed and 30% of the arbitrators' fees is decreased.
5. When an arbitration is preceded or followed by mediation under the Mediation Rules of the AMCA, the fees for the proceedings shall be determined by the Secretariat taking into account the schedules prescribed in this Annex.

Article 8. Making payments

1. Costs of Arbitration are payable to the bank account published on the AMCA's official website.
2. Costs of Arbitration are paid by money transfer to the AMCA's bank account. Payment is considered made on the day it is credited to the AMCA's bank account.
3. Bank transfer costs related to the arbitration fees shall be borne by the transferring party.
4. In general, the AMCA shall proceed only when the relevant fee has been paid.
5. If the claim or counterclaim is submitted in foreign currency, the arbitration fees shall be paid in AMD at the exchange rate set by the Central Bank of the Republic of Armenia for the day preceding the payment.

ANNEX 2**EXPEDITED PROCEDURE RULES****Article 1. Application of the Expedited Procedure Rules**

1. The Rules shall apply to an arbitration under the Expedited Procedure Rules insofar as they do not contradict the regulations prescribed by this Annex.

2. Expedited procedure rules shall be applicable only to domestic disputes in which the amount of claim does not exceed 10 million AMD.

3. Upon receipt of the Answer to the Request pursuant to Article 6 of the Rules, or upon expiry of the time limit for the Answer or at any relevant time thereafter and subject to Article 34(3) of the Rules, the Secretariat will inform the parties that the Expedited Procedure Provisions shall apply in the case.

4. The Arbitration Council may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Expedited Procedure Provisions shall no longer apply to the case. In such case, unless the Arbitration Council considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.

Article 2. Composition of the Arbitral Tribunal

1. In arbitration conducted under the Expedited Procedure Rules, the arbitral tribunal shall be composed of a sole arbitrator, notwithstanding any contrary provision of the arbitration agreement.

2. The parties may nominate the sole arbitrator for confirmation within a time limit to be fixed by the Secretariat. In the absence of such nomination, the sole arbitrator shall be appointed by the Secretary General.

3. The Secretary General, after notification to the Chairperson of the Arbitration Council, shall confirm or appoint the arbitrator within 15 days after receiving the Response to the Request or after the expiry of the time limit provided therefor.

Article 3. Proceedings

1. Article 26 of the Rules shall not apply to an arbitration under the Expedited Procedure Rules.

2. The time limit for submitting the Answer in the expedited procedure shall be 10 days.

3. After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.

4. The arbitral tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, 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 (both fact witnesses and experts).

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

1. The time limit within which the arbitral tribunal must render its final award is 3 months after the arbitral tribunal is constituted. The Secretariat may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

2. The fees of the arbitral tribunal shall be fixed according to the scales of costs of arbitration for the expedited procedure set out in Annex 1.

ANNEX 3

EMERGENCY ARBITRATOR RULES

Article 1. General rules

1. Article 33 and Annex 3 of the Rules ("Emergency arbitrator provisions") shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.

2. 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 measures taken by the judicial authority shall be notified without delay to the Secretariat.

3. The Chairperson of the Arbitration Council shall have the power to decide, at the his/her discretion, all matters relating to the administration of the emergency arbitrator proceedings not expressly provided for in this Annex.

4. In all matters concerning emergency arbitrator proceedings not expressly provided for in this Annex, the Arbitration Council and the emergency arbitrator shall act in the spirit of the Rules and this Annex.

Article 2. Application of emergency measures

1. A party wishing to have recourse to an emergency arbitrator pursuant to Article 8 of the Rules shall submit its application for Emergency Measures to the Secretariat.

2. The application shall contain:

- (1) the name of the applicant, identification data if a natural person, state registration data if it is a legal person, contact details of the applicant, physical address, email address and preferred means of notification;
 - (2) the name, physical address, email address and other contact details of the representative of the applicant;
 - (3) the name, physical address of the respondent, and other contact details, including email address, if available to the applicant;
 - (4) a description of the circumstances giving rise to the application and of the underlying dispute referred or to be referred to arbitration;
 - (5) a statement of the Emergency Measures sought;
 - (6) the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal;
 - (7) the arbitration agreement(s) and other relevant agreements;
 - (8) any agreement as to the seat of the arbitration, the applicable rules of law or the language of the arbitration;
 - (9) proof of payment of the amount referred to in Article 6 of Annex 1;
 - (10) Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Secretariat by any of the parties to the emergency arbitrator proceedings prior to the making of the application;
 - (11) The application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the application.
3. The application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.
 4. If the Secretariat finds out that the parties have agreed to opt out of the Emergency Arbitrator Provisions, it shall inform the parties that the emergency arbitrator proceedings shall not take place with respect to some or all of the parties and shall transmit a copy of the application to them for information.
 5. The Chairperson of the Arbitration Council shall terminate the emergency arbitrator proceedings if a Request for Arbitration has not been received by the Secretariat from the

applicant within 10 days from the Secretariat's receipt of the application for Emergency Measures, unless the emergency arbitrator determines that a longer period of time is necessary.

Article 3. Appointment of emergency arbitrator; transmission of file

1. The Chairperson of the Arbitration Council shall appoint an emergency arbitrator within as short a time as possible, normally within two days from the Secretariat's receipt of the application.

2. No emergency arbitrator shall be appointed after the file has been transmitted to the arbitral tribunal pursuant to Article 18 of the Rules. An emergency arbitrator appointed prior thereto shall retain the power to make an order within the time limit permitted by Article 7(4) of this Annex.

3. Once the emergency arbitrator has been appointed, the Secretariat shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to each other party and the Secretariat. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Secretariat.

4. Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.

5. Before being appointed, a prospective emergency arbitrator shall sign a statement of impartiality and independence, which shall also contain the written confirmation of the emergency arbitrator accepting the compensation stated in Annex 1.

6. The Secretariat shall provide a copy of such statement to the parties.

7. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the application for Emergency Measures.

Article 4. Challenge of an emergency arbitrator

1. A challenge against the emergency arbitrator must be made within 3 days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.

2. The challenge shall be decided by the Arbitration Council after the Secretariat has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.

Article 5. Seat of the emergency arbitrator proceedings

1. If the parties have agreed upon the seat of the arbitration, such seat shall be the seat of the emergency arbitrator proceedings. In the absence of such agreement, the Chairperson of the Arbitration Council shall fix the seat of the emergency arbitrator proceedings, without prejudice to the determination of the seat of the arbitration pursuant to Article 20 of the Rules.

2. Any meetings with the emergency arbitrator may be conducted through a meeting in person at any location the emergency arbitrator considers appropriate or by video conference, telephone or similar means of communication.

Article 6. Proceedings

1. The emergency arbitrator shall establish a Protocol of Procedure for the emergency arbitrator proceedings within as short a time as possible, normally within two days from the transmission of the file to the emergency arbitrator.

2. The emergency arbitrator shall conduct the proceedings in the manner which the emergency arbitrator considers to be appropriate, 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 7. Order

1. The emergency arbitrator's decision shall take the form of an order (the "Order").

2. In the Order, the emergency arbitrator shall determine whether the application is admissible and whether the emergency arbitrator has jurisdiction to order Emergency Measures.

3. The Order shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator.

4. The Order shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator. The Chairperson of the Arbitration Council may extend the time limit pursuant to a reasoned request from the emergency arbitrator or on the Chairperson's own initiative if the Chairperson of the Arbitration Council decides it is necessary to do so.

5. Within the time limit established pursuant to Article 7 (4) of this Annex, the emergency arbitrator shall send the Order to the parties, with a copy to the Secretariat, by any of the means of communication permitted by the Rules that the emergency arbitrator considers will ensure prompt receipt.

6. The Order shall cease to be binding on the parties upon:

(1) termination of the emergency arbitrator proceedings by the Chairperson of the Arbitration Council;

(2) the acceptance by the Arbitration Council of a challenge against the emergency arbitrator pursuant to Article 4 of this Annex;

(3) the arbitral tribunal's final award, unless the arbitral tribunal expressly decides otherwise; or

(4) the withdrawal of all claims or the termination of the arbitration before the rendering of a final award.

7. The emergency arbitrator may make the Order subject to such conditions as the emergency arbitrator thinks fit, including requiring the provision of appropriate security.

8. Upon a reasoned request by a party made prior to the transmission of the file to the arbitral tribunal, the emergency arbitrator may modify, terminate or annul the Order.

Article 8. Costs of the emergency arbitrator proceedings

1. The applicant must pay for the Costs of the emergency arbitrator proceedings pursuant to Annex 1 of the Rules.

2. The Chairperson of the Arbitration Council, may, at any time during the emergency arbitrator proceedings, decide to increase the emergency arbitration fees, taking into account, inter alia, the nature of the case and the nature and amount of work performed by the emergency arbitrator and the Secretariat. If the party which submitted the application fails to pay the increased costs within the time limit fixed by the Secretariat, the application shall be considered as withdrawn.

3. The emergency arbitrator's Order shall fix the costs of the emergency arbitrator proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.

4. In the event that the emergency arbitrator proceedings do not take place or are terminated prior to the making of an Order, the Chairperson of the Arbitration Council shall determine the amount to be reimbursed to the applicant, if any.