

**THE REGULATIONS OF THE “CONTINUING ARBITRATION COURT
AT THE REPUBLIC OF ARMENIA CHAMBER OF COMMERCE AND INDUSTRY” INSTITUTION**

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1. General Provisions

- 1.1. The “Continuing Arbitration Court at the Republic of Armenia Chamber of Commerce and Industry” (hereinafter referred to as the “Chamber”) Institution (hereinafter referred to as the “Arbitration Court”) is an independent continuing Arbitration Court created with a status of an institution for the implementation of the goals, mentioned in paragraph 1.2 of the present Regulations (hereinafter referred to as the “Regulations”), acting in compliance with the RA Law “On Trade Arbitration” (hereinafter referred to as the “Law”), the Regulations and other legal acts.
- 1.2. The Arbitration Court shall not settle disputes. The goals of the Arbitration Court activity include the following, in particular:
- 1.2.1. to assist in settling the disputes in compliance with the Regulations;
 - 1.2.2. to give information in regard to the arbitration conduction and available procedures.
- 1.3. Any person who is a party to the Arbitration Agreement may apply to the Arbitration Court.
- 1.4. The Arbitration Court shall comply with the request of the Plaintiff to start arbitral justice in case, where a written consent exists between the Parties on transferring the dispute to the Arbitration Court and the suit is brought, observing the terms and conditions under the Regulations.
- 1.5. The Arbitration Tribunal considers the dispute as provided by the Law and the Regulations. By the consent of the Parties, while considering the unsettled disputes the Arbitration Tribunal, keeping provisions, conducts the trial in the way it deems

expedient by keeping equal treatment to the Parties and giving opportunity to each Party for equal protection of their interests.

1.6. The issue of the Arbitration Tribunal competence in regard to considering the said dispute is defined by the latter as provided by the Law and the international legal norms.

1.7. The functions vested in the Arbitration Court under the Regulations, according to the paragraph 4.7., subparagraph 4.7.5, are executed by the Chairman of the Arbitration Court on behalf of the Arbitration Court.

1.8. The location and the place for conducting hearings of the Arbitration Court is Yerevan.

1.9. The Arbitration Tribunal, if required, after consulting with the Parties, may hold the hearings in any other place.

1.10. If, at the Parties' request, another place is defined for holding hearings, all the additional costs in regard to moving to another place are made and later distributed between the Parties in compliance with the Regulations.

2. Confidence

2.1. The Arbitration Court, arbiters and the Chairman of the Arbitration Court and the Secretary General shall not disclose any information they came to know in regard to the disputes transferred to the Arbitration Court, the disclosure of which may damage the interested party.

3. The Order of Submitting Documents

3.1. The Parties shall submit to the Arbitration Court all documents in regard to the arbitral justice in five copies, and if the dispute is to be considered by one arbiter, in three copies.

3.2. All documents to be submitted to the Arbitration Court, except for the written evidences, are submitted for the arbitration in the language the Parties select. The Arbitration Tribunal at its discretion or at the request of one of the Parties may request from the other Party to submit the written evidences translated into the language agreed by the Parties for the arbitration.

4. The Delivery and Handing Over of the Documents

4.1. The Secretary General of the Arbitration Court delivers all the documents in regard to the case to the Parties and to the arbiters appointed prior to such moment. They are forwarded to the addresses indicated by the Parties. If the addresses are changed the Parties shall immediately notify the Arbitration Court about it.

4.2. The statements of claim, explanations in regard to the suit, replies to the statements of claim, summons, arbitral awards and decisions are delivered by registered letters with notice on delivery.

4.3. Other documents may be transferred by cable, fax to the phone numbers indicated by the Parties, other means of electronic communication, allowing to define the person of the sender and receiver.

4.4. All the above mentioned documents may also be transferred or handed over, and this shall be proved by the original signature of the addressee in regard to the receipt.

4.5. Within five days after the Party receives all the documents submitted to the Arbitration Court the Secretary General of the Arbitration Court shall forward thereof to the other Party. Any expert reports or other documents having evidential significance, submitted to the Arbitration Court, shall also be forwarded to the Parties.

5. Language of the Case Hearing

5.1. The case is heard in Armenian. If the Parties agree, the Arbitration Tribunal shall hear the case also in a foreign language, provided that, if the arbiters elected according to the order of the Regulations master the language, chosen by the Arbitration Agreement.

5.2. In the event the Party fails to master the case language, the Arbitration Tribunal, at the Party's request and at the expense of the latter may provide thereof with translation services.

6. Term for the Case Hearing

6.1. The Arbitration Tribunal takes measures in order the case hearing finish within four-month term after the formation of the Arbitration Tribunal. If required, the Arbitration Court on its own initiative or through intermediary of a Party may prolong the term under paragraph 6.1 of the present Regulations.

7. Applicable Law

7.1. The Arbitration Tribunal considers the disputes with applying the norms of the Law of Substance selected by the consent of the Parties, or by the consent of the Parties, irrespective of the applicable law, guided by the general principles of justice, however, in any case, not contravening the Republic of Armenia public order.

8. Commencing the Arbitral Justice

8.1. The Arbitral Justice in regard to the dispute is deemed commenced on the day the Respondent receives the notice about transferring the dispute to arbitration.

9. The Form and Content of the Statement of Claim

9.1. The statement of claim shall contain the following:

9.1.1. the full name of the Arbitration Court;

9.1.2. reference to the Arbitration Agreement, the original or duly certified copy thereof shall be submitted attached to the statement of claim;

9.1.3. the names of the Parties and the representatives thereof, titles and mailing information, as well as phone and fax numbers and electronic addresses (if available);

9.1.4. the statement of factual circumstances, the brief description of the dispute, the description of the Plaintiff's claims and reference to legal provisions; on the basis thereof the Plaintiff substantiates the statements of claim thereof, likewise references to evidences, proving such circumstances;

9.1.5. the cost of claim;

9.1.6. the arbiter's name and surname, assigned by the Plaintiff or a request to the Arbitration Court for assigning the arbiter;

9.1.7. the list of the documents submitted attached to the statement of claim.

9.2. Other information may also be mentioned in the statement of claim, if such are required for the true settlement of the dispute, including the Plaintiff's petitions.

9.3. To the statement of claim on compelling to sign an agreement the relevant agreement project shall also be attached.

9.4. The documents proving the payment of the paperwork fees and arbitral charges calculated as provided by the Regulations shall be submitted attached to the statement of claim.

9.5. Attached to the statement of claim on property claim a report of a specialized (or if stipulated by the Law, licensed) person in regard to the market value of such property shall be submitted.

9.6. The statement of claim shall be signed by the Plaintiff or the representative thereof, attaching the representative's power-of-attorney.

9.7. The cost of the claim is defined as follows:

9.7.1. in case of claims on money collection, within the amount claimed;

9.7.2. in case of claims on property claims, within the market value to be arrested;

9.7.3. in case of claims on recognition, change or non-intercourse of legal relation, within the value of the subject of the legal relation upon presenting the statement of claim,

9.7.4. in case of claims on execution of certain actions or abstain from execution of certain actions on the basis of information available in regard to the Plaintiff's property interests.

9.8. The Plaintiff shall, with a reasonable ground in the statement of claim, indicate the cost of claim also in case, when his/her statement of claim does not contains or partially contains a money claim.

9.9. In statements of claim containing several counts, the cost of each claim shall be defined separately. In this case the cost of claim is formed of the aggregate of the costs of all the claims.

9.10. In the event the Plaintiff failed to define or wrongly defined the cost of the claim, the Arbitration Court, on its own initiative or at the Respondent's request, defines the cost fo the claim.

9.11. Verifying, that the statement of claim was submitted to the Arbitration Court with violation of the Regulations, Chapter 9, the Secretary General of the Arbitration Court offers to the Plaintiff, to eliminate the defects in the statement of claim within reasonable term.

9.12. The statements of claim submitted with violation of all provisions of the Regulations, Chapter 9, except for the requirements of the Regulations, paragraph 9.1.4, shall not be accepted. In the event the Plaintiff insists on conducting an arbitral justice within the statement of claim submitted with violation of the requirements of the Regulations, paragraph 9.1.4, the arbitral justice commences on the basis of such statement of claim.

9.13. The arbitration costs include the following:

9.13.1. the arbitration fee;

9.13.2. the Arbitration Court paperwork fee;

9.13.3. additional costs in regard to the case consideration.

9.14. The Arbitration Court, and in case the Arbitration Tribunal is formed, then the Arbitration Tribunal may, during the arbitral justice, make a decision in regard to payment of additional fees for covering the additional costs, which is also subject to payment by the Plaintiff, and if the necessity for making such costs appear in the result of the legal proceedings by the

Respondent, the costs are subject to payment by the Respondent. The additional arbitral actions, conditioning the necessity of the fee under herein, shall not be made prior to the payment thereof, and the arbitral justice shall continue without the execution of additional actions.

9.15. The size of the arbitration costs, the payment order, the distribution of costs between the Parties, likewise the payment order of other costs of the arbitral justice, are defined in the Annex 1 to the Regulations "In regard to arbitration costs and honorarium", which is the inseparable part of the present Regulations.

10. The Preparation of the Case for the Arbitral Justice

10.1. The Secretary General of the Arbitration Court, in the manner provided by the Law and the Regulations, notifies the Respondent about advancing a claim and forwards thereto the copies of the statement of claim and the attached documents, offering to sent a reply to the statement of claim to the Arbitration Court within two-week term, stating his/her opinion in regard to transferring the case to the Arbitration Court by the Plaintiff and/or his/her position in regard to the claims presented. The Respondent, in the reply to the statement of claim, shall in detail state, which of the factual and legal circumstances he/she accepts, and against which he/she objects, and which are the basis for such objection.

10.2. In the event the Respondent wishes to produce objections against the fact of the Arbitration Agreement being valid or applicable, the latter shall state about it in his/her reply to the Arbitration Court, indicating at the same time the justifications.

10.3. Attached to the reply to the statement of claim all such evidences shall be submitted, which help the Respondent to justify the circumstances underlying in the basis of his/her objections.

10.4. In reply to the statement of claim the Respondent shall indicate the name and surname of the arbiter elected by him/her, or request the Arbitration Court to appoint the arbiter on his/her behalf.

10.5. Instead of the reply to the statement of claim the Respondent may produce a counterclaim to the Arbitration Court. The counterclaim shall be produced in the manner provided by the Regulations for producing counterclaims.

10.6. If the event the Respondent produces a counterclaim, the Plaintiff, within a two-week term after receiving the counterclaim, produces to the Arbitration Tribunal a reply to the counterclaim, which shall include objections against the counterclaim in the manner provided for objecting against plaintiff's claims.

10.7. All such evidences, helping the Plaintiff to justify the circumstances underlying in the basis of the objections, shall be attached to the counterclaim reply.

10.8. Non-submission of the relevant position within the stipulated term may not become an obstacle for the Arbitration Court to proceed the justice as provided by the Regulations.

11. Changing the Cause or Subject of the Action, Changing the Size of the Claim

The Plaintiff shall have the right to change the subject or the cause of the action, to decrease or increase the size of the statements of claim prior to the declaration of the case hearing ended by the Arbitration Tribunal.

11.2. In the event the claims are increased, the Plaintiff shall, submit attached to the application on increasing the claims, documents proving the payment of the arbitration fee corresponding to the increased part. In the event the mentioned document fails to be submitted, the application is returned to the Plaintiff and the claims are deemed not increased.

12. Formation of the Arbitration Tribunal

12.1. If no consent of the Parties exists the Arbitration Tribunal is formed of three arbiters.

12.2. In the event the Arbitration Tribunal consists of more than one arbiters, each Party appoints equal number of arbiters. They may also request the Arbitration Court to appoint the arbiters on their behalf.

12.3. In the event, within the term provided by the Regulations, the Plaintiff(s) or the Respondent(s) fail to offer a candidate for an arbiter, and the appointment of the latter is performed by the Arbitration Court among the list of the Arbitration Court arbiters.

12.4. If two or more plaintiffs or respondents participate in the case, and the case shall be considered by more than one arbiters, the plaintiffs and respondents shall appoint equal number of arbiters. Should the plaintiffs and respondents fail to agree on joint appoint of arbiters, the Arbitration Court appoints the arbiter on their behalf.

12.5. In the event the Arbitration Tribunal consists of more than one arbiters, the Chairman of the Arbitration Tribunal is appointed by the elected arbiters, and if no consent is reached, by the Arbitration Court. In the event a sole arbiter considers the case, the parties of the latter are elected together.

12.6. They may also request the Arbitration Court to appoint the sole arbiter on their behalf. In the event the Parties come to no consent in regard to the appointment of a sole arbiter within one month, the latter is appointed by the Arbitration Court from the list of arbiters.

13. Challenge to Arbiter, Expert and Translator

13.1. Each Party shall have the right to challenge the arbiter, in the event there are circumstances, raising doubts in regard to the impartiality or independence thereof, in particular, if it may be supposed that they are personally directly or indirectly interested in the outcome of the case. A challenge may also be made, in the event the arbiter has no relevant qualification stipulated by the consent of the Parties.

13.2. The written applications of the Parties in regard to the challenge, where the circumstances proving the challenge are stated, shall, within one week, be produced after the Party becomes aware of the formation of the Arbitration Tribunal, or after the Party becomes aware of such circumstances, which may be deemed a basis for the challenge.

13.3. In the event the application about challenge is made later than the above said term, the application shall be considered, if the delay happened for reasonable excuse. In the event the arbiter being challenged fail to reject his office, or the other Party fails to agree with the challenge, the issue of the challenge is defined by the other members of the Arbitration Tribunal. Should they fail to come to an agreement, or in the event the sole arbiter was challenged, the issue of the challenge is defined by the Arbitration Court.

13.4. The arbiter, at his/her discretion, may reject his/her office.

13.5. On the same basis, indicated in the Regulations, paragraph 13.1, the experts and translations participating in the justice, may also be challenged. In this case the issue of the challenge is defined by the Arbitration Tribunal.

14. Termination of the Arbiter's powers

14.1 In the event the arbiter de jure or de facto is not capable to execute or for any other reasons fails to execute his/her functions without unreasonable delay, his/her powers are terminated with rejection of office, or when the Parties agree on termination of his/her powers.

14.2. In the event there are disagreements in regard to any basis of the Regulations, p. 14.1, for the reason of solving the matter in regard to the termination of the arbiter's powers, each Party may apply to court under the Law, Article 6, and the court decree made by thereof is not subject to appeal.

15. Change of the Arbitration Tribuna

15.1. If the arbiter is challenged or he/she for any other reason cannot participate in the arbitral justice, the substituting arbiter is appointed by the Party appointing the arbiter to be substituted, and in the event the arbiter to be substituted was appointed by the Arbitration Court or by other arbiters, then by the Arbitration Court or other arbiters respectively.

15.2. If required or taking into consideration the opinion of the Parties, the Arbitration Tribunal may reconsider the issues in regard to the arbitral justice, which have been considered during the previous oral hearings prior to making the substitution.

16. The Arbitral Justice

16.1 The Arbitration Tribunal checks the condition of the case preparation for the arbitral justice and, if considers necessary, takes additional measures for the case preparation, in particular demands written explanations, evidences and other additional documents from the Parties. If the Arbitration Court takes additional measures for the case preparation, reasonable terms are given for the implementation of such additional measures.

16.2. The Chairman of the Arbitration Tribunal may apply to the Arbitration Court with the request of carrying out certain actions in regard to the case preparation and conducting the arbitral justice.

17. Oral Hearing

17.1 When received the reply of the statement of claim, and if a counterclaim was submitted, then the reply of the counterclaim by the Arbitration Court, or after the term stipulated by the Regulations for submission of the reply of the statement of claim or the reply of the counterclaim, oral hearing are held. The place and time of the first sitting of the oral hearing are notified to the Parties by notices to be sent to the Parties in such time, that each Party, after receiving the notice, may have at least ten days reserve for being prepared and present for the oral hearings. By the consent of the Parties such term may be reduced.

17.2. The hearing shall be in close doors. By the permission of the Arbitration Tribunal and consent of the Parties people, not participating in the arbitral justice, may be present during the case hearing.

17.3. If during the arbitral justice one of the arbiters is substituted, the newly formed Arbitration Tribunal makes a decision, whether it is required to repeat the previous sittings and if required, then fully or partially.

17.4. If holding of further oral hearings is required, the term for holding thereof is specified by the Arbitration Court, taking into consideration the exact circumstances of the case, in which regard the Parties are notified at the place with relevant signatures,

or as provided by the Regulations.

18. Taking of Minutes of the Oral Hearings Sitzings

- 18.1. While holding an oral hearing minutes are being kept.
- 18.2. The taking of minutes of the oral hearing sitting is performed by the Secretary General of the Arbitration Court.
- 18.3. The minutes of the oral hearing sitting is kept in written form or on computer. To the materials of such case the minutes with the signatures of the presiding arbiter, and the Secretary General of the Arbitration Court are attached.
- 18.4. The minutes taken on the computer is attached to the case materials in the form of a laser carrier.

19. Taking of Minutes the Oral Hearings

- 19.1. In regard to the oral hearing of the case minutes under the Regulations, Chapter 17, is made, which shall contain the following:
 - 19.1.1. the name of the Arbitration Court;
 - 19.1.2. case number;
 - 19.1.3. place and date of the hearing;
 - 19.1.4. names of the Parties;
 - 19.1.5. information about the participation of the Parties' representatives;
 - 19.1.6. name and surnames of the arbiters, witnesses, experts, translators and other participants of the hearing;
 - 19.1.7. brief description of the hearing process;
 - 19.1.8. statement of the Parties' claims and other important declarations;
 - 19.1.9. notifications in regard to the basis for delay or end of the case;
 - 19.1.10. arbiters' signatures.
- 19.2. The Parties shall have the right to get acquainted with the content of the minutes. By the petition of the Party by the decision of the Arbitration Tribunal amendments and supplements may be made to the minutes, if the petition of the Party be considered justified.
- 19.3. The Party may have the copy of the minutes if requests.

20. The Participation of the Parties

- 20.1. The Parties may conduct their cases in person or via duly authorized representatives.
- 20.2. The absence of a Party, duly notified about the place and the time of the case hearing, is not an obstacle for conducting the justice and making awards in regard to the case, except for cases, when the absent Party submitted a written petition for delaying the case hearing for reasonable excuses.
- 20.3. A Party may submit a duly executed written petition to hear the case in the absence thereof on the basis of the documents available in the case.

21. Means of Security for a Claim

- 21.1. The Arbitration Tribunal, at the request of each Party, may make a decision on applying such means of security for a claim, which it finds necessary, taking into consideration the subject of the dispute. The Arbitration Tribunal may require from any Party to submit a security corresponding to the measures taken for the purpose of preventing or reimburse possible damages to be caused to the other Party, applying the means of the security for the claim.
- 21.2. The decisions under the Regulations, paragraph 21.1 are confirmed in the form of intermediary awards.

22. The Arbitral Justice of the Case on the Basis of Written Materials

- 22.1. The Parties may agree to consider the case on the bases of only the written materials, without holding an oral hearing. The Arbitration Tribunal may on its own initiative appoint also oral hearings, in the event the event the submitted materials are not sufficient for settling the dispute in essence.

23. The Evidences

- 23.1. The Parties shall prove the evidences underlying in the basis of their evidences or objections. The Arbitration Tribunal may claim from the Parties to also submit other evidences. The Arbitration Court shall have the right to also, on its own initiative, make an expertise and apply to third persons for submitting evidences, likewise to invite and hear witnesses.
- 23.2. The Party shall produce the original or duly certified copies of the written evidences. In the interests of the case hearing

the Arbitration Tribunal shall have the right to demand the translation of the indicated evidences into another language.

23.3. The examination of the evidences (consideration, inspection) is carried out via the method defined by the Arbitration Tribunal.

23.4. The estimation of the evidences by the arbiters is carried out by their internal certainty.

23.5. The non-submission of the required evidences by the Party shall not hinder the Arbitration Tribunal to continue the arbitral justice and make an award on the basis of the evidences available at its hand.

24. Participation of Third Persons

24.1. The involvement of a third person in the arbitral justice is permitted only if agreed by the disputing Parties. For the involvement of a third person in the arbitral justice, besides the consent of the Parties, the consent of the person to be involved, is also required. The consent of the third person shall be made in writing.

25. Adjournment of the Hearing and Suspension of the Arbitral Justice

25.1. If required, by the written consent of the Parties, the case hearing may be adjourned or the arbitral justice may be suspended. A decision is taken in regard to the adjournment of the hearing or suspension of the arbitral justice.

26. Final Arbitration Award

26.1. The arbitral justice ends with making the final arbitral award.

27. Making the Award

27.1. After the Arbitration Tribunal deems that all the circumstances in regard to the dispute are sufficiently disclosed, it declared finished the oral hearing of the case and initiates making the arbitration award.

27.2. The award is made in closed discussion by simple majority of votes of the Arbitration Tribunal. In the event the award may not be made by a simple majority of votes, it is made by the Chairman of the Arbitration Tribunal. The arbitration award is signed by all the members of the Arbitration Tribunal. The arbiter, who does not agree with the award, may submits his/her written opinion, which is attached to the award.

28. Award Publication

28.1. Within fifteen days after the written and/or oral hearing of the case the publication of the Arbitration Tribunal award is made.

28.2. Immediately after the publication of the Arbitration Tribunal award it is delivered to the Parties, and in case of their absence, is forwarded to the latter within two days.

28.3. The Arbitration Tribunal may hold an additional hearing, if it is in the interests of the true settlement of the dispute, and the publication of the award has not yet been made.

28.4. The Arbitration Court, if required, may adjourn the term under the Regulations, Article 28.1 for ten days.

29. The Form and Content of the Arbitration Tribunal Award

29.1. The award shall be made in writing.

29.2. The following shall be indicated in the award:

- name of the Arbitration Court;
- case number
- date and place of making the award;
- names and surnames of the arbiters,
- names of the disputing Parties and other persons participating to the arbitral justice,
- the subject of the dispute and brief description and arguments of the case, on which the award is based, except for cases, when the Parties agreed, that such shall not be indicated in the award, or an award with agreed conditions was made;
- conclusions for meeting or dismissing the claims,
- the arbitration costs and collection amounts, the distribution thereof between the Parties;
- the arbiters' signatures.

29.3. The arbitration award shall be signed by all the members. In the event any arbiters may not sign the Arbitration Tribunal award, the Chairman of the Arbitration Tribunal acknowledges thereof with his/her signature, indicating the reasons for the absence of the arbiter's signature.

30. Corrections, Explanation and Supplement to the Award

- 30.1. Any Party, with notification to the other Party, may, within thirty days after receiving the arbitration award, apply to the Arbitration Tribunal with the request to correct the mistakes and/or omissions made in the calculations available in the award.
- 30.2. In the event the Arbitration Court finds the Party's application justifying, it shall within thirty days after receiving thereof, make the relevant corrections or gives explanations.
- 30.3. Such corrections may be made also on the own initiative of the Arbitration Tribunal within thirty days commencing from the day of sending the award to the Parties.
- 30.4. Each Party, with notification to the other Party, may, within thirty days after receiving the arbitration award, apply to the Arbitration Tribunal for explanation of a concrete paragraph or part of the award.
- 30.5. In the event the Arbitration Tribunal deems such application justified, within thirty days after receiving thereof, shall give relevant explanations.
- 30.6. Each Party, with notification to the other Party, may, within thirty days after receiving the arbitration award, apply to the Arbitration Tribunal to make additional award in regard to such claims, which were duly represented in the arbitral justice, but were not reflected in the award. In the event the Arbitration Court considers such application justified, it shall, within sixty days upon receiving thereof, make an additional award.
- 30.7. If required, the Arbitration Tribunal may prolong the terms indicated in the Regulations, Chapter 30.
- 30.8. The decisions on correction and explanation of the awards, likewise the additional award, are the integral part of the arbitration award.

31. Amicable Agreement

- 31.1. In the event during the arbitral justice the Parties settle the dispute amicably, the Arbitration Tribunal, when no objections exist, in agreed terms and conditions, makes an award by certifying the Amicable Agreement signed by the Parties.
- 31.2. If the Amicable Agreement signed between the Parties is certified, the award of the Arbitration Tribunal shall contain an exclusive statement of the Amicable Agreement.

32. Execution of the Award

- 32.1. The awards of the Arbitration Tribunal are executed by the parties voluntarily within the term stipulated in the award. If no term is indicated in the award, the award is subject to immediate execution.
- 32.2. Failure to execute the awards within the stipulated terms, they are executed in compliance with the Law and international agreements.

33. End of the Arbitral Justice Without Making an Award

- 33.1. If no final award is made for the case, the arbitral justice ends with making a decision on ending the arbitral justice.
- 33.2. The decision on the end of the arbitral justice is made:
- 33.2.1. in the event the Plaintiff refuses from the claim, except for cases, when the Respondent, within fifteen days after receiving a notice about that, objects against the end of the arbitral justice and the Arbitration Court, and in the event, when the Arbitration Tribunal is formed, the Arbitration Tribunal recognizes the legal interests of the Respondent in the final settlement of the dispute;
- 33.2.2. in case of the agreement on the end of the arbitral justice between the Parties;
- 33.2.3. The Arbitration Court, and in case if the Arbitration Tribunal is formed the Arbitration Tribunal, finds, that the continuing of the arbitral justice for some reasons became unnecessary or impossible, in particular, when there are no premises, required for the case hearing and settlement of the case in the essence.
- 33.3. Under the Regulations, paragraph 33.2, if the arbitral justice ends, the payment of the costs and the return thereof are made as provided in the Annex 1 to the Regulations.
- 33.4. The decision on ending the arbitral justice is made by the Arbitration Court, and if the Arbitration Tribunal is formed, then by the Arbitration Tribunal.

