



Article 1-Definitions

The terms and phrases used in these Rules have the following meanings:

“ACIC” means the Arbitration Center of Iran Chamber established on 3 February 2002 in accordance with the Law on Statute of the Arbitration Center of Iran Chamber, and pursuant to clause “h” of Article 5 of the Act on Establishing Iran Chamber of Commerce, Industries and Mines as amended on 16 December 1994. The ACIC shall be administered in accordance with its Statute and Internal Regulations, which shall be applied in the arbitrations referred to it.

“ACIC Rules” means the “Rules on Arbitration Services of the ACIC for the Resolution of Domestic and International Commercial Disputes,” adopted on 25 December 2022, and shall apply to all arbitrations in domestic and international commercial disputes administered by the ACIC.

“ACIC Court” is a Board established in accordance with the provisions of Chapter Five of the "Regulation on Organization of ACIC", and its duties and functions are specified in the "Regulation on the Organization of ACIC" and in the ACIC Rules.

“ACIC Electronic Filing System” is a platform for the submission of the Request for Arbitration, the Response to the Request for Arbitration, conducting the arbitration proceedings and notification of the Award.

“Arbitral Tribunal” means a sole arbitrator or a panel of arbitrators, unless in view of the context of the ACIC Rules or the arbitration agreement, the term ‘Arbitral Tribunal’ refers to a member of the panel of arbitrators.

“Claimant” means the party initiating an arbitration and includes one or more claimants.

“Internal Regulations of the ACIC” are the regulations that are approved by the ACIC Board of Directors and Board of Representatives of Iran Chamber in accordance with Article 6 of the “Act on Statute of the Arbitration Center of the Iran Chamber” adopted on 3 February 2002.

“Respondent” means the party against whom an arbitration is initiated and includes one or more respondents.

“Terms of Reference” means a document prepared in accordance with Article 26 of the ACIC Rules.

“Appointment of Arbitrator(s)” means an act whereby the ACIC confirms that a candidate nominated by one or more parties or by party-nominated arbitrators or a candidate appointed by the ACIC may serve as arbitrator in an arbitration under these Rules.



Article 2 – The Role of ACIC

The ACIC performs its duties by administering arbitration, and does not itself arbitrate and resolve the disputes.

Article 3 – Scope

- 1- Where the parties have agreed to submit their dispute(s) to arbitration administered by the ACIC, they shall be deemed to have agreed that the arbitration shall be governed by the ‘ACIC Rules’ and other Internal Regulations of the ACIC. The agreement may arise from one party’s offer to refer to the ACIC and acceptance of the same by the other party.
- 2- Where the parties have agreed to refer their disputes to the “Iran Chamber of Commerce” or the “Chambers of Commerce of Provinces”, they shall be deemed to have agreed that the arbitration shall be administered by the ACIC under the ‘ACIC Rules’.
- 3- Where the parties have agreed to resolve their disputes under the ACIC Rules, they shall be deemed to have agreed that the arbitration shall be administered by the ACIC in accordance with the ACIC Rules in effect at the time when a Request for Arbitration is submitted to the ACIC.
- 4- The ACIC shall administer arbitrations in accordance with the ACIC Rules in effect on the date of receiving the Request for Arbitration, unless the parties have expressly agreed in their arbitration agreement that the arbitration shall be governed by the Rules in effect on the date when the arbitration agreement was entered into.

Article 4 – Notifications and Communications

- 1- Except as provided in these Rules, the parties shall submit all statements and communications between them and with the Arbitral Tribunal to the ACIC Secretariat in accordance with the following:
 - a- All statements and communications shall be submitted to the ACIC Secretariat with a sufficient number of hard copies for each party, each arbitrator and an additional copy for the Secretariat.
 - b- All notifications and communications to the ACIC shall be made to the ACIC’s email specified on its website or by the ACIC Electronic Filing System in a manner that provides a record of transmission.
- 2- All notifications and communications may be delivered by hand, postal mail, courier, facsimile, email, the ACIC Electronic Filing System or any other means of electronic communication that provides a record of its delivery. All notifications and communications shall be deemed to have been delivered if:
 - the ACIC or the Arbitral Tribunal can verify its delivery to the addressee.

- the addressee has taken an action based on the notification and the communication.
 - the addressee has responded either affirmative or negative.
 - the delivery has been made to a place where there is a record of delivery.
 - the delivery is made in an arbitration session.
 - the delivery is made to the addressee's user account in the ACIC Electronic Filing System.
- 3- All communications, orders and decisions from the Arbitral Tribunal shall be delivered to the parties by the ACIC Secretariat.
- 4- All communications and notifications, relating to arbitrations in the ACIC, shall be delivered by the ACIC Secretariat.
- 5- Any notice or other communication shall be delivered to the address of the party as determined in the arbitration agreement or as agreed by the parties in the underlying contract or to any address specified by the parties subsequently. If none of these can be found, the delivery shall be made to the party's last known residence or place of business, or to any other place that has a record of delivery in terms of the related file.
- 6- Notifications and communications shall be deemed to have been made on the day when they were received by the party in question or by its nominated representative, or on the day when the relevant communications were delivered in accordance with sub-sections 3), 4), or 5) above, and the proof of the delivery is maintained at the ACIC Secretariat.
- 7- Any period of time under the these Rules is to be calculated by excluding the day when a notice or communication is deemed to have been received and the day when an action is deemed to have been taken. If the last day of such a period is an official holiday or a non-business day, the period is extended until the first business day which follows. Official holidays or non-business days are included in the calculation of a period of time.

Article 5- Waiver

A party that knows or ought reasonably to have known that any provision of the ACIC Rules or non-mandatory requirements under the arbitration agreement have not been complied with, but nonetheless remains silent and continues with the arbitration without promptly making its objection, shall be deemed to have waived its right to make such objection.

Article 6- Request for Arbitration

- 1- A party wishing to initiate an arbitration (Claimant) shall file with the Secretariat of the ACIC or in the ACIC Electronic Filing System a Request for Arbitration. The arbitration shall be deemed to have commenced on the date when the Request for Arbitration is received by the ACIC Secretariat. For the avoidance of any doubt, the date of filing the Request for



Arbitration at the ACIC shall not be treated as the date from which the duration of arbitration is to be calculated.

2- The Request for Arbitration shall contain the following:

- a- Full details of the parties and their representatives (if any), including the names and National ID Number (for natural persons) and the name, the Registration Number and the Economic Code (for legal persons), together with their postal addresses and emails. Proof of authority of any party representatives is required if the claim is submitted by a representative;
- b- Identification of any contract or transaction out of or in relation to which the dispute arises; or a statement describing the nature and circumstances of the dispute giving rise to the claim;
- c- The relief sought and the quantification of the amount claimed;
- d- identification and a copy of the arbitration agreement under which the dispute is to be resolved;
- e- A proposal of the number of arbitrators (sole arbitrator or a panel of three arbitrators). In the case of three arbitrators, nomination of a co-arbitrator. Failing to do so in the Request for Arbitration, the ACIC shall determine a time limit for the Claimant to nominate a co-arbitrator;
- f- Any comment as to the seat of the arbitration, the language of the arbitration, and the law applicable to the merits of the dispute.

3- In case the Request for Arbitration does not comply with the ACIC Rules or in the event that the registration fee is not paid, the ACIC shall set a time limit for the Claimant to comply with the ACIC Rules and/or to pay the registration fee. Submission of an incomplete Request for Arbitration does not create any obligation for the ACIC to proceed.

Article 7- Response to the Request for Arbitration; Counterclaim

1- The ACIC Secretariat shall communicate a copy of the Request for Arbitration and its attached documents to the Respondent. Within 10 days of receipt of the Request for Arbitration in domestic arbitrations and within 30 days of receipt of the Request for Arbitration in international arbitrations, the Respondent shall submit its Response to the Request for Arbitration to the ACIC Secretariat.

The Response to the Request for Arbitration shall contain the following:

- a- Full details of the parties and their representatives (if any), including the names and National ID Number (for natural persons) and the name, the Registration Number and the Economic Code (for legal persons), together with their postal addresses and emails. Proof of authority of any party representatives is required if the Response is submitted by a representative;

- b- Any comments on the Claimant's nature of the dispute giving rise to the claims together with relevant evidence. Any plea that the Arbitral Tribunal lacks jurisdiction and any preliminary response to the relief sought by the Claimant;
 - c- Any comments as to the seat of the arbitration, the language of the arbitration, and the law applicable to the merits of the dispute;
 - d- A proposal of the number of arbitrators (sole arbitrator or a panel of three arbitrators). In the case of three arbitrators, nomination of a co-arbitrator. Failing to do so in the Response, the ACIC shall determine a time limit for the Respondent to nominate a co-arbitrator.
- 2- The ACIC shall deliver the Response to the Claimant.
- 3- Any counterclaim by the Respondent shall be submitted to the ACIC Secretariat with the Response, unless the parties and the Arbitral Tribunal explicitly agree on the submission of the counterclaim after the receipt of the Response by the ACIC Secretariat.
- 4- The counterclaim shall include the following information:
 - a- Full details of the parties and their representatives (if any), including the names and National ID Number (for natural persons) and the name, the Registration Number and the Economic Code (for legal persons), together with their postal addresses and emails. Proof of authority of any party representatives is required if the counterclaim is submitted by a representative;
 - b- Identification of any contract or transaction out of or in relation to which the dispute arises, or a statement describing the nature and circumstances of the dispute giving rise to the counterclaim;
 - c- The relief sought under the counterclaim and the quantification of the amount counterclaimed;
 - d- Identification and a copy of the arbitration agreement under which the dispute is to be resolved;
 - e- Any comments as to the seat of the arbitration, the language of the arbitration, and the law applicable to the merits of the dispute.
- 5- In case the counterclaim does not comply with the ACIC Rules or in the event that the fee for filing the counterclaim is not paid, the ACIC shall set a time limit for the Respondent to comply with the ACIC Rules and to pay the fee. Submission of an incomplete counterclaim does not create any obligation for the ACIC to proceed.
- 6- The ACIC Secretariat shall deliver the Respondent's counterclaim to the Claimant. Any reply to the counterclaim by the Claimant shall be submitted to the ACIC Secretariat within 10 days in domestic arbitration and within 30 days in international arbitration after the counterclaim has been delivered to the Claimant.

Article 8- Multiple Contracts

- 1- Claims arising out of or in connection with different contracts may be made in a single arbitration, provided that such claims are made under one arbitration agreement or under the arbitration agreements which are compatible.
- 2- If any party raises any objections as to whether all of the claims made against it may be determined in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in the single arbitration shall be decided directly by the Arbitral Tribunal, unless the Secretary General of the ACIC submits the matter to the ACIC Court for its decision.

Article 9- Consolidation

- 1- The ACIC may, at the request of a party, consolidate two or more arbitrations pending under the ACIC Rules into a single arbitration, provided that:
 - a- The parties have agreed to the consolidation; or
 - b- All the claims in the arbitrations are made under the same arbitration agreement; or
 - c- The arbitration agreements are compatible and the disputes arise out of the same transaction or series of transactions or the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s).
- 2- In deciding whether to consolidate, the ACIC shall consult the parties and the Arbitral Tribunal and shall have regard to the stage of the arbitrations, the impact of the consolidation on the arbitrations, the efficiency and expeditiousness of the proceedings and other circumstances. Where the ACIC decides to consolidate, the arbitrations shall be consolidated into the arbitration that commenced first, unless otherwise agreed by the parties. Where the ACIC decides to consolidate, it may revoke the appointment of any arbitrators appointed prior to the decision on consolidation.

Article 10- Joinder

- 1- If a third party considers that it has independently an interest in the subject-matter of the arbitration or an interest that may be adversely affected by the decision in favor of any of the parties to the arbitration, or when any party considers it necessary to join a third party to the arbitration, it may file an application for joinder to the ACIC, provided that:
 - a- the third party to be joined is prima facie bound by the arbitration agreement; or
 - b- all parties including the third party to be joined, have consented to the joinder.
- 2- Prior to the appointment of any arbitrator(s), if any party raises objections to the joinder, the arbitration shall proceed and any question as to the Request for Joinder shall be decided by the Arbitral Tribunal, unless the Secretary General of the ACIC refers the matter to the ACIC Court for its decision. The ACIC Court shall, after considering the views of all parties, including the third party to be joined, and having regard to the relevant circumstances, decide whether to grant any application for joinder.
- 3- If an application for the joinder is made after the appointment of the arbitrator(s), the Arbitral Tribunal shall decide the Request for the Joinder, taken into account all the relevant

circumstances including the existence of the arbitration agreement, the time of making the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitration proceedings.

- 4- Where the Arbitral Tribunal or the ACIC Court decides to grant the Request for Joinder, such decision is without prejudice to the determination of the jurisdiction with respect to that party.
- 5- Where a Request for Joinder is made and granted after the appointment of the arbitrator(s), the third party will be deemed to have consented to the appointed arbitrator(s). In cases in which a Request for Joinder is made after the signature of the Terms of Reference, the third party will be deemed to have accepted the Terms of Reference, unless all parties including the third party, agree otherwise. Where the ACIC Court decides to accept the Request for Joinder submitted prior to the appointment of the arbitrator(s), the Arbitral Tribunal shall be constituted in accordance with Article 16 of the ACIC Rules.
- 6- A request for the third party intervention shall be submitted before the end of the proceedings and a Request for Joinder shall be submitted to the ACIC as early as possible prior to or simultaneously with the statement of defence.
- 7- The date on which the request for joinder is received by the ACIC Secretariat shall be deemed to be the date of the commencement of arbitration against the third party.
- 8- Articles 6 and 7 of the ACIC Rules shall apply, mutatis mutandis, to the Request for Joinder.
- 9- Article 46 of the ACIC Rules applies to the arbitration costs of the Request for Joinder.

Article 11- Party Representatives

- 1- The parties may choose their representatives. Any party representative(s) may be included in the Request for Arbitration and the Response.
- 2- Any party representative(s) shall submit the proof of authority to the ACIC. After the appointment of arbitrator(s), the parties shall provide the Arbitral Tribunal with any proof of authority granted to its representative(s). The validity of the authority submitted by the parties shall ultimately be determined by the Arbitral Tribunal.
- 3- Any party may choose, change or add to its representatives during the proceedings by promptly communicating to the parties and the Arbitral Tribunal through the ACIC Secretariat. The Arbitral Tribunal may reject the change or additions to any representative(s) that causes a possible conflict of interest between any member of the Arbitral Tribunal and the representative, and that may jeopardize the independence and impartiality of the arbitrator(s). Any party may raise an objection to this decision by the Arbitral Tribunal within the time specified by the ACIC Secretariat. The ACIC Court shall decide the objection.

Article 12 - Separability of Arbitration Agreement and Determination of Jurisdiction

- 1- The arbitration clause shall be considered as an independent agreement. The decision of the Arbitral Tribunal on the invalidity or unenforceability of the underlying contract shall have no effect on the arbitration clause and shall not entail per se the invalidity or nullity of the arbitration clause.
- 2- The Arbitral Tribunal shall have the power to rule, affirmatively or negatively, on its jurisdiction including on any objections regarding the existence or the validity of the arbitration agreement. The parties shall be deemed to have granted this power to the Arbitral Tribunal by the submission of the dispute to the ACIC.
- 3- The Arbitral Tribunal shall not cease to have jurisdiction by reason of any claim or 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.
- 4- If the Respondent does not submit a Response to the Request for Arbitration, or if prior to the appointment of the Arbitrator(s) any party raises any plea(s) concerning the existence, validity or scope of the arbitration agreement, the arbitration shall proceed and any question of jurisdiction shall be decided by the Arbitral Tribunal, unless the Secretary General of the ACIC refers the matter to the ACIC Court for its decision.
- 5- Where the Secretary General of the ACIC refers the question of jurisdiction to the ACIC Court and the ACIC Court of Arbitration is prima facie satisfied that an arbitration agreement under the ACIC Rules may exist, the arbitration shall proceed. Such decision shall not prevent a party from raising the same claim before the Arbitral Tribunal. Where the ACIC Court is prima facia satisfied that the arbitration agreement is non-existent and accepts the plea, the ACIC shall notify the parties that the arbitration cannot proceed. Any party may ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.
- 6- If any party raises objection to the existence, validity and/or scope of the arbitration agreement, the Arbitral Tribunal shall, after being constituted and prior to considering the merits, decide as a preliminary matter, unless the parties have agreed in the Terms of Reference, that the Arbitral Tribunal may proceed with the arbitration and rule on both jurisdictional objections and merits in the final award.
- 7- A party shall not be precluded from raising a plea to the jurisdiction of the Arbitral Tribunal, merely on the grounds of such party having nominated, or participated in the appointment of, an arbitrator in the arbitration. An objection as to excess of the Arbitral Tribunal's jurisdiction during the proceedings shall be raised promptly after it becomes known to the party that raised the objection, except where the Arbitral Tribunal, in exceptional circumstances, considers a belated objection.

Article 13: Number of Arbitrators

The parties may agree on the number of arbitrators and a procedure for their nomination in the arbitration agreement or in a separate agreement. If the parties have not agreed upon the number of arbitrators, the Arbitral Tribunal shall consist of a sole arbitrator, except where the ACIC, taking into account the complexity of the dispute, the relief sought and other relevant circumstances, determines that an Arbitral Tribunal consisting of three arbitrators is appropriate.

Article 14: Nomination and Appointment of the Arbitrators

- 1- Where an Arbitral Tribunal is composed of a sole arbitrator, the parties may jointly agree to nominate a sole arbitrator within 10 days of receipt of the notice from the ACIC Secretariat. If the parties fail to jointly nominate a sole arbitrator within the time limit, the ACIC shall appoint a sole arbitrator.
- 2- Where an Arbitral Tribunal is composed of three arbitrators, either party shall nominate one arbitrator within 10 days of receipt of the notice from the ACIC Secretariat. If either party fails to nominate one arbitrator within the time limit, the ACIC shall appoint the arbitrator on behalf of the defaulting party. The parties may jointly nominate the third arbitrator as the presiding arbitrator within 10 days of receipt of the notice from the ACIC Secretariat, unless the parties have agreed in the arbitration agreement on another procedure for the nomination of the presiding arbitrator. If the parties fail to jointly nominate the presiding arbitrator or the agreed procedure in the arbitration agreement does not result in a nomination, the ACIC shall appoint the presiding arbitrator.
- 3- Nomination and appointment of any arbitrator(s) shall in principle be made from the list of arbitrators of the ACIC. In cases where a nominated arbitrator is not on the list of arbitrators, the nominated arbitrator is required to have necessary qualifications and to be approved by the Board.
- 4- In appointing any arbitrators, the ACIC will have due regard to the parties' agreement, the subject matter of the dispute including being domestic or international, the relief sought and the claimed amount, the location and language of the parties, the number of the parties and other relevant circumstances.
- 5- Any arbitrator including a sole arbitrator, a co-arbitrator and a presiding arbitrator shall be deemed to have been appointed upon a confirmation by the ACIC.
- 6- The ACIC Secretariat shall notify, in writing, the parties and other members of the Arbitral Tribunal of the acceptance of the arbitrator's appointment, together with the Declaration Form of Acceptance, Impartiality and Independence as stipulated in Article 17 of these Rules. Any party may raise its objection(s) within 7 days from the notification of the Declaration Form.

- 7- The ACIC may postpone the appointment of the arbitrator(s) until the arbitration fee and expenses or the advance on cost fixed by the ACIC has been paid in full by the parties or party.

Article 15 – Nationality of Arbitrators

In international arbitrations, where the parties are of different nationalities, a sole arbitrator or a presiding arbitrator of the Tribunal shall not have the same nationality as any party, unless the party who is not of the same nationality as the proposed arbitrator does not raise any objection as to the nationality of the arbitrator.

Article 16- Multi-Party Arbitration

- 1- Where there are more than two parties to the arbitration and the parties have not agreed on the number of arbitrators, the Arbitral Tribunal shall consist of three arbitrators, unless the ACIC, taking into account the relevant circumstances, determines, that a sole Arbitrator Tribunal is appropriate.
- 2- Where the three arbitrators are to be appointed, the procedure is as follows:
 - a- The Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator.
 - b- Where the Claimant(s) or the Respondent(s) has failed to agree on such joint nominations within 10 days from the notification of the ACIC, the ACIC shall appoint the arbitrator(s).
 - c- In multi-party arbitrations, a presiding arbitrator shall be nominated by the co-arbitrators within 10 days from the notification of the ACIC. In the absence of such nomination by the co-arbitrators, the ACIC shall appoint the presiding arbitrator.

Article 17- Impartiality and Independence of Arbitrators

- 1- Every arbitrator must be impartial and independent. Arbitrators shall not provide any advice to any party on the dispute, the arbitration proceedings and the outcome of the arbitration.
- 2- An arbitrator shall submit to the Secretariat, within 7 days after being appointed, a signed statement of acceptance, impartiality and independence and availability, disclosing any facts or circumstances that may, objectively and in the eyes of a reasonable person, give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- 3- During the course of the arbitration, any arbitrator shall disclose immediately and in writing to the Secretariat of the ACIC any facts or circumstances that may, objectively and in the

eyes of a reasonable person, give rise to justifiable doubts as to the arbitrator's impartiality and independence.

- 4- Any doubts as to an obligation to disclose a fact, circumstance or a conflict of interest between a party and an arbitrator shall be interpreted in favor of disclosure.

Article 18- Challenge of Arbitrators

- 1- Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess the qualifications agreed by the parties.
- 2- A party may challenge an arbitrator whom it nominated or in whose nomination it participated only for reasons of which it became aware after the nomination was made.
- 3- An arbitrator may facilitate the settlement of the dispute if the parties agree. By this agreement, the parties shall be deemed to have waived their rights to challenge the arbitrator on the grounds of the arbitrator's participation and the information acquired during the course of facilitating the settlement.

Article 19- The Procedure for the Challenge of Arbitrators

- 1- A party that intends to challenge an arbitrator shall file a notice of challenge with the ACIC Secretariat within 10 days after receipt of the notice of the appointment of the arbitrator or within 10 days after the circumstances specified in Article 17 of these Rules became known to that party.
- 2- Failure by a party to file a notice of challenge within the required time limit shall constitute a waiver of the right to make the challenge.
- 3- The notice of challenge shall state the reasons for the challenge. The date of the registration of a notice of challenge by the ACIC shall be deemed to be the date of challenge.
- 4- After the registration of a notice of challenge by the ACIC, the Arbitral Tribunal shall continue the arbitration proceedings. The notice of challenge shall not prevent the Arbitral Tribunal from issuing the award.
- 5- The ACIC shall transmit the notice of challenge to the arbitrator being challenged, the other members of the Arbitral Tribunal and the party or the parties and set a time limit within which they may submit comments on the notice of challenge. Such comments shall be transmitted to the parties and the other arbitrators.

- 6- If the other party does not agree to the challenge and the challenged arbitrator does not voluntarily withdraw, the ACIC Court shall take into account all the comments and decide on the challenge.
- 7- If the ACIC Court accepts the challenge to an arbitrator, the Court's decision shall be in writing and reasoned unless otherwise agreed by the parties. The Court's decision shall be communicated to the parties by the ACIC Secretariat.
- 8- The ACIC Court's decision on any challenge shall be final and not subject to appeal.

Article 20- Replacement of an Arbitrator

- 1- A substitute arbitrator shall be appointed where:
 - a- the arbitrator has died
 - b- the ACIC accepts the resignation of the arbitrator
 - c- the ACIC Court accepts the challenge of the arbitrator
 - d- All parties agree to replace the arbitrator and the ACIC accepts it.
- 2- The ACIC Court may, on its own initiative or at the request of a party, replace an arbitrator if the arbitrator refuses or fails to act or perform its functions in accordance with the ACIC Rules or within the prescribed time limit, or if the arbitrator does not conduct the arbitration in a manner that avoids unnecessary delays, or in the event of impossibility by the arbitrator to act or perform his functions.
- 3- A substitute arbitrator shall be appointed pursuant to the procedure for the 'appointment of arbitrator' provided in these Rules unless in exceptional circumstances, the ACIC may, after taking into account the relevant circumstances and after consulting with other members of the Arbitral Tribunal and the parties, authorise the remaining arbitrators to continue the arbitration.
- 4- Upon appointment, the substitute arbitrator shall proceed with the arbitration. The proceedings shall not be repeated unless the newly composed Arbitral Tribunal, after having invited the parties to comment, decides, when it considers it necessary, that the arbitration proceedings, wholly or in part, should be repeated.

Article 21 - Transmission of the File to the Arbitral Tribunal

When the Arbitral Tribunal has been constituted and the advance on costs has been paid, the ACIC Secretariat shall transmit the case file to the Arbitral Tribunal.

Article 22 – Tribunal Secretary

- 1- The Arbitral Tribunal may at any time in the course of the arbitration introduce a particular person to the ACIC as a tribunal secretary or request the ACIC to appoint a tribunal secretary. The ACIC shall communicate the appointment of the tribunal secretary to the parties. A party shall be deemed to have agreed to such appointment if that party has not objected within the time limit set by the ACIC Secretariat.
- 2- The Arbitral Tribunal shall consult with the parties as to tasks that are to be undertaken by the tribunal secretary. Under no circumstances may an Arbitral Tribunal delegate its decision-making function to a tribunal secretary.
- 3- A tribunal secretary must be impartial and independent. The Arbitral Tribunal shall ensure that the tribunal secretary remains impartial and independent in the course of the arbitration. Before being appointed, the tribunal secretary shall submit to the ACIC a statement of impartiality and independence disclosing any circumstances that may give rise to justifiable doubts as to the tribunal secretary's impartiality or independence.
- 4- A party may request the removal of a tribunal secretary pursuant to the procedure set for the Challenge of an Arbitrator in these Rules, which shall apply mutatis mutandis to a challenge of a tribunal secretary. If the tribunal secretary resigns or is removed by the ACIC Court, the Arbitral Tribunal may propose the appointment of another tribunal secretary in accordance with this Article. A request for removal of the tribunal secretary shall not prevent the arbitration from proceeding.
- 5- The ACIC and the Arbitral Tribunal shall jointly fix any fee payable to a tribunal secretary.

Article 23 – Case Management Conferences

- 1- For the purpose of consulting with the parties as to the organization of the arbitration and procedural timetable, the Arbitral Tribunal shall arrange a case management conference at the time of drawing up the Terms of Reference or within 15 days, at the latest, after signing and finalising the Terms of Reference.
- 2- The Arbitral Tribunal shall prepare a procedural timetable and transmit it to the ACIC and the parties.
- 3- The Arbitral Tribunal shall, after consulting with the parties, arrange a virtual case management conference.

Article 24- Written Statements; Amendment of the Claim or the Defence

- 1- Within the time limit set by the Arbitral Tribunal, the Claimant shall submit a Statement of Claim, unless the Statement of Claim was contained in the Request for Arbitration.
- 2- Within the time limit set by the Arbitral Tribunal, the Respondent shall submit a Statement of Defence, unless the Statement of Defence was contained in the Response to the Request for Arbitration.
- 3- After the Terms of Reference has been signed, a party may not amend its claim, defence or counterclaim, unless the Arbitral Tribunal, after having taken into account the nature of the amendment(s) and other relevant circumstances, determines that such amendment(s) shall not cause delay and prejudice to the party or parties. If the Arbitral Tribunal allows any amendments or supplements, the other party or parties shall be provided with an opportunity to comment.

Article 25 – Extension of the Time Limit for Written Statements

The Arbitral Tribunal may extend the time limit set for the submission of written statements in a manner that the parties carry out their tasks in the course of the arbitration. Such extension may not be for more than 30 days from the time limit set in the procedural timetable pursuant to Article 23 of these Rules, unless the Arbitral Tribunal considers it appropriate to extend the time limit beyond 30 days.

Article 26- Terms of Reference

- 1- Within 20 days from receiving the file from the ACIC, the Arbitral Tribunal shall draw the Terms of Reference on the basis of the documents and submissions, and if necessary, in the presence of the parties. The ACIC Secretariat may extend this time limit in the event that the Arbitral Tribunal makes a request for extension and provides reasons for the extension.
- 2- Terms of Reference shall include the following:
 - a- full contact details including full names, description, address of each of the parties and of any party representative in the arbitration;
 - b- the addresses to which notifications and communications during the arbitration may be made;
 - c- a summary of the parties' claims and defence and of the relief sought by each party, and to the extent possible at this stage, the amount of any quantified claim and any other claims such as counterclaim;
 - d- to the extent possible, a list of the issues to be determined
 - e- full names, addresses and other contact details of arbitrator(s);
 - f- Seat and language of the arbitration
 - g- the law applicable to the merits

- h- reference to the powers conferred upon the Arbitral Tribunal, such as to fix a time limit for issuing the award and the extension thereof, the procedure for the appointment of experts, hearing of experts and witnesses, to act as *amiable compositeur* or to decide *ex aequo et bono*, and the procedure for ordering interim measures and requiring appropriate security for the purpose of such orders.
 - i- Reference to any other power or issue that is necessary for resolving the dispute by the arbitration
- 3- The Terms of Reference shall be signed by the parties and members of the Arbitral Tribunal.
- 4- If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, or if any of the parties is not available, the Arbitral Tribunal shall sign the Terms of Reference and submit it to the ACIC Secretariat for approval. Upon signing the Terms of Reference in accordance with this article or approving the Terms of Reference by the Secretary General of the ACIC, the arbitration shall proceed.

Article 27- Interim Measures

- 1- Upon the appointment and receipt of the case file, the Arbitral Tribunal may, at the request of a party, order any interim measure it deems appropriate with respect to the issues of the dispute that require an immediate decision.
- 2- The ground(s) necessitating an immediate decision shall be determined in the interim measure order.
- 3- The party requesting an interim measure shall satisfy the Arbitral Tribunal that:
 - a- it is likely that harm not adequately reparable by an award of damages in the event that the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed in the event that the measure is granted; and
 - b- there is a reasonable possibility that the party requesting the interim measure will succeed on the substance of the dispute. The determination on this possibility shall not affect the discretion of the Arbitral Tribunal in making any subsequent determination.
- 4- The Arbitral Tribunal may order the party requesting the interim measure to provide appropriate security relating to the measure.
- 5- A request for interim measure made to a judicial authority prior to the constitution of the Arbitral Tribunal or in the course of the proceedings is not incompatible with the arbitration agreement and shall not prevent the arbitration proceedings. A party requesting for interim measure from a judicial authority shall notify the ACIC Secretariat, without delay, of this request and the order issued by the judicial authority.

6- Prior to the appointment of the arbitrator, the parties may request the ACIC to appoint an emergency arbitrator in accordance with the procedure set out in the ACIC Rules Appendix 2.

Article 28 – Equal Treatment of the Parties

In conducting the arbitration, the Arbitral Tribunal shall ensure that the parties are treated with equality, impartiality and fairness. The Arbitral Tribunal, by considering the time limit for issuing the award, shall give a reasonable opportunity to each party to present its claim, defence and evidence in accordance with the procedural timetable provided in the case management conference.

Article 29 - Seat of Arbitration and Place of Hearings

- 1- In international arbitrations, in the event that the parties have not determined the seat of the arbitration, or in the event that the designation of the seat is unclear, the ACIC Court shall determine the seat of the arbitration, taking into account all relevant circumstances, or shall request the Arbitral Tribunal to determine the seat.
- 2- The Arbitral Tribunal may hold deliberation sessions, hearing the parties, witnesses or experts, or inspect goods, documents and evidence at any place it considers appropriate, unless otherwise agreed by the parties. In any case including where a hearing is held virtually, the award shall be deemed to have been issued at the seat of arbitration.

Article 30 – Language of Arbitration

- 1- Where the parties have not determined the language of the arbitration, the Arbitral Tribunal shall, after consulting with the parties, determine it, taking into account the relevant circumstances of the case.
- 2- If any documents are to be submitted in a language other than that determined by the parties or by the Arbitral Tribunal, the party relying on such documents shall submit them accompanied by a translation into the language of the arbitration, unless the Arbitral Tribunal considers that an official translation is necessary.
- 3- Prior to the appointment of the arbitrator, if the parties have not agreed on the language of the arbitration, the ACIC shall, after consulting with the parties, determine it, taking into account the main contract and the relevant circumstances of the case.

Article 31- Applicable Law

- 1- The Arbitral Tribunal shall decide the substance of the dispute on the basis of the governing law(s) or rules of law.

- 2- In international arbitrations, in the absence of any agreement by the parties, the Arbitral Tribunal shall apply the law which it determines to be appropriate in accordance with the conflict of law rules.
- 3- Any designation by the parties of the law of a given state shall be construed to refer to the substantive law of that state, not to its conflict of laws rules, unless agreed otherwise by the parties.
- 4- In all cases, the Arbitral Tribunal shall decide the substance of the dispute, having due regard to the provisions of any relevant contract and taking into account any relevant trade usages.
- 5- The Arbitral Tribunal shall decide the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

Article 32 – Hearings

- 1- A hearing shall be held if either party so requests, or if the Arbitral Tribunal deems it appropriate. The Arbitral Tribunal shall notify the parties in advance through the ACIC Secretariat. In the event that neither party requests a hearing and the Arbitral Tribunal determines a hearing is unnecessary, the Arbitral Tribunal may proceed with the arbitration and issue the award based on the submissions and evidence before it.
- 2- In advance of a hearing and for the purpose of facilitating the hearing, the Arbitral Tribunal may determine issues or questions that will be raised in the hearing. Such issues or questions shall be communicated to the parties by the ACIC Secretariat.
- 3- Hearings shall be held in private, unless the parties agree otherwise.
- 4- Persons not involved in the arbitration shall not be admitted to the hearings, unless the parties and the Arbitral Tribunal agree otherwise.
- 5- If any of the parties fails to appear at a hearing without valid excuse, the Arbitral Tribunal may proceed with the hearing.
- 6- In the course of the arbitration proceedings, the Arbitral Tribunal shall decide which additional submissions shall be required from the parties or may be presented by them. The Arbitral Tribunal may invite the parties for comments and explanation.
- 7- The Arbitral Tribunal may, by giving reasons, conduct all or part of the proceedings virtually, unless the parties agree otherwise or the ACIC rejects the Arbitral Tribunal's reasons.

Article 33- Default

- 1- If the Claimant fails to submit its Statement of Claim within the specified time limit, without showing sufficient cause for such failure, and if the Arbitral Tribunal is unable to issue the award on the basis of the Respondent's submissions and explanations, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings.
- 2- If the Respondent fails to submit its Response to the Notice of Arbitration or its statement of defence, the Arbitral Tribunal shall continue the proceedings and decide based on the evidence before it, without treating such failure in itself as an admission of the Claimant's allegations. This Article also applies to a Claimant's failure to submit a defence to a counterclaim.
- 3- The absence of any party in the course of the arbitration shall not prevent the arbitration proceedings. If any party, duly notified, fails to appear at a hearing or fails to produce documents or other evidence within the specified time limit, the Arbitral Tribunal may continue the proceedings on the basis of the evidence before it and may issue the award. Without showing sufficient cause, if neither party, duly invited, appears at a hearing to provide explanations and the Arbitral Tribunal is unable to decide the merits of the dispute without those explanations, an order for the termination of the arbitral proceedings shall be issued by the Arbitral Tribunal.

Article 34 – Witnesses

- 1- If any party relies on witnesses as proof of its claim or defence, it shall submit, before any hearing and in writing, the identity of the witnesses whom the parties intend to produce, the subject-matter of the testimony and its relevance to the issues. If the Arbitral Tribunal determines that the subject-matter of the testimony and its relevance to the issues have an effect, the Tribunal shall invite the parties and the witness for an evidentiary hearing. The party relying on the witness shall be notified to bring the witness into the evidentiary hearing. If the witness fails to attend without showing a valid excuse, the witness testimony shall be excluded altogether from the evidence.
- 2- The testimony of a witness may be submitted in written form and duly signed by the witness.
- 3- Any witness who gives evidence may be questioned at a hearing by each of the parties under the supervision of the Arbitral Tribunal. The Tribunal may, on its own discretion, put questions to the witnesses. Assessment of probative value of the witness testimony or the written witness statement rests with the Arbitral Tribunal.

Article 35 – Expert

- 1- The Arbitral Tribunal may, when it deems necessary, on its own initiative or upon the request of a party, appoint one or more experts to report to it on a specific issue(s). After consulting with the parties, the Arbitral Tribunal shall establish the expert's terms of reference and communicate its copy to the expert and the parties.
- 2- Where the parties have agreed to refer their dispute(s) to the ACIC, they shall be deemed to have agreed that the Arbitral Tribunal shall decide whether an expert opinion is necessary. The parties shall be deemed to have waived any objection to the decision of the Arbitral Tribunal as to whether or not the Tribunal appoints an expert.
- 3- Each of the parties shall provide the expert and the other party with all the relevant information, and enable the expert to access any document or property in its possession or control for inspection and examination. Any dispute between a party and the expert as to the relevance of the requested information, document or property shall be decided by the Arbitral Tribunal.
- 4- The expert's report shall be communicated to the parties to submit comments within 10 days from receipt of the report. The Arbitral Tribunal may extend such time limit once, upon the request of a party. The parties shall be entitled to examine the document(s) on which the expert has relied in its report.
- 5- If the Arbitral Tribunal considers it necessary, it may order a supplementary opinion by the expert. If the Arbitral Tribunal considers it necessary or upon the request of any party, the expert shall, after delivering their written report, participate in a hearing to explain their report and answer questions from the Arbitral Tribunal and the parties.
- 6- Any party may, for the purpose of its claim or defence, obtain an expert's opinion directly at its own cost, and submit the expert's opinion together with written statements or may invite its own party-appointed expert to appear in a hearing at its own cost.
- 7- Fees of any expert(s) shall be determined in accordance with [the or any] applicable tariffs and shall be included in the arbitration costs in the award. Where a referral to an expert is based on the request of any party, the fee and other relevant expenses shall be paid by the applicant. If the applicant fails to pay within the specified time, the Arbitral Tribunal may assess the appreciation of the expert's opinion or exclude it from the evidence taking into account the relevant circumstances. Where a referral to an expert is based on the determination of the Arbitral Tribunal, the parties shall equally pay the fee and other expenses relating to the expert opinion; failing to do so will result in the termination of the proceedings.

Article 36 – Closure of Proceedings

- 1- Prior to issuing the award and as soon as possible after it is satisfied that the parties have had a reasonable and sufficient opportunity to present their cases, the Arbitral Tribunal shall, by considering Article 41 of these Rules, declare the proceedings closed and communicate its declaration to the ACIC Secretariat. The ACIC Secretariat shall communicate the closure of the proceedings to the parties. After the declaration of the closure of the proceedings, any further submissions, documents or evidence shall not be presented and admitted.
- 2- Within 30 days after declaring the proceedings closed, the Arbitral Tribunal shall submit the award in draft form to the ACIC Secretariat for the purpose of the application of Article 42 of the ACIC Rules. The Arbitral Tribunal may, by showing a valid excuse for the delay and with the approval of the ACIC, extend this period for 15 days if it considers it necessary.
- 3- The Arbitral Tribunal may, in the event of multiples claims, declare the proceedings closed as to the claim(s) upon which an award may be issued, and continue the proceedings with respect to other claim(s).

Chapter 5 – The Award

Article 37 – Making of Awards

- 1- Where the Arbitral Tribunal is composed of more than one arbitrator, any award or other decision shall be made by a majority of the arbitrators. Failing a majority, the award or decision shall be made by the presiding arbitrator alone.
- 2- If any arbitrator refuses or fails to sign the award, a majority or failing a majority, the presiding arbitrator shall sign the award, provided that the reason for not signing the award by the other members of the Arbitral Tribunal is stated in the award. The dissenting or concurring opinion of any arbitrator will be annexed to the award.

Article 38 – Consent Award

If, after the referral of the case to the Arbitral Tribunal, the parties reach a settlement, the Arbitral Tribunal may, at the request of the parties, make a consent award recording the settlement. Such award shall be final and binding upon the parties.

Article 39 – Form and Content of the Award

- 1- The award shall be in writing and signed by the arbitrator(s)

- 2- The award should include an introduction, a summary of the proceedings, main body and the operative (dispositive) parts:
 - a- Introduction shall contain the case number, the award's date and number, location of the proceedings, the names and addresses of the parties, the name of the arbitrator(s) and the relief sought.
 - b- A summary of the proceedings shall include a summary of any claims, defences and counterclaims of the parties, hearings and any measures taken for the establishment of the facts.
 - c- The main body shall include the subject-matter of the dispute(s), the relief sought, a reference to the evidence submitted by the parties and the reasons upon which the award is based, unless the parties have agreed that no reasons shall be given, or the award is a consent award subject to Article 38 of these Rules or the Arbitral Tribunal has issued the award as amiable compositeur or on the basis of ex aequo et bono.
 - d- The operative part shall include the specific findings of the Arbitral Tribunal concerning the relief sought and the actions that the parties must take based on this Part of the award.
 - e- The award shall state the seat and the date of the award.
- 3- The Arbitral Tribunal may issue a partial award for part of the dispute and continue the proceedings on the rest of the claim(s).

Article 40 – Notification of the Award

- 1- The award shall be notified to the parties in person, by post or through the ACIC Electronic Filing System, provided that all the arbitration fees and expenses have been paid.
- 2- Where the parties have agreed to refer their dispute(s) to the ACIC and they are notified of the award in accordance with the ACIC Rules, they shall be deemed to have waived any other method(s) for the notification of the award.

Article 41 – Time Limit for Issuing the Award

- 1- In domestic arbitrations, the award shall be made no later than 3 months from the date the arbitrator(s) accepts the appointment and the notice to the parties thereof, unless the parties have agreed otherwise. The parties may extend the time limit even repeatedly and/or may authorise the Arbitral Tribunal to extend the time limit.
- 2- In domestic arbitrations, when the parties have agreed in the arbitration agreement to refer their dispute(s) to the ACIC, they shall be deemed to have agreed that the Secretary General of the ACIC may extend the time limit for issuing the award for another two months.

- 3- In international arbitrations, the time limit for issuing the award shall be subject to the law of the seat of arbitration.

Article 42 – Scrutiny of the Award

For the purpose of complying with legal procedure and the ACIC Rules, the Arbitral Tribunal shall submit the award in draft form to the ACIC Secretariat at least 15 days prior to signing the award. The ACIC Secretariat shall, with due regard to the provisions of Chapter Five of the Internal Regulations on the Organization of the ACIC, transmit the draft award to the ACIC Court. The ACIC Court may draw the attention of the Arbitral Tribunal to matters of procedure or substance in the award, without affecting the Arbitral Tribunal’s liberty of decision. The Arbitral Tribunal may accept or reject the ACIC Court’s substantive points, but shall take into account the views of the ACIC Court as to the form of the award. The Arbitral Tribunal shall be authorized to sign the award, when the draft form is approved by the ACIC Court.

Article 43 – Correction and Interpretation of the Award; Additional Award

- 1- In domestic arbitrations, in the event that the Arbitral Tribunal, on its own initiative, considers the correction of the award necessary, it shall decide in accordance with the law of the seat of the arbitration. Each of the parties may also, subject to the law of the seat, request the Arbitral Tribunal to correct any clerical, typographical, computational or other similar errors and/or request the Arbitral Tribunal to give an interpretation of such award and/or request the Arbitral Tribunal to make an additional award on claims presented in the arbitration but not determined in the award. Any request for the correction, interpretation of the award and/or the additional award shall be submitted to the ACIC Secretariat in a single request. The ACIC Secretariat shall notify the other party who may submit comments within 10 days from the notification of the ACIC Secretariat. The Arbitral Tribunal shall decide within 20 days from receipt of the request.
- 2- In international arbitrations, in the event that the Arbitral Tribunal, on its own initiative, considers the correction and/or interpretation of the award necessary, it shall decide within 30 days from the date of the award. Within 30 days from the notification of the award, each of the parties may also, subject to the law of the seat, request the Arbitral Tribunal to correct any clerical, typographical, computational or other similar errors and/or request the Arbitral Tribunal to give an interpretation of such award and/or request the Arbitral Tribunal to make an additional award on claims presented in the arbitration but not determined in the award. Any request for the correction, interpretation of the award and/or an additional award shall be submitted to the ACIC Secretariat in a single request. The ACIC Secretariat shall notify the other party who may submit comments within 15 days from receipt of the request. The Arbitral Tribunal shall decide on the correction and interpretation of the award within 30 days from the date of receipt of the request for the correction and interpretation, and on the additional award within 60 days from receipt of the request for the additional award.

- 3- If any party requests the correction or interpretation of the award, the Arbitral Tribunal shall decide only on the issues requested by the party.
- 4- Articles 37, 39, 40, 42 and 44 of the ACIC Rules shall apply to the correction, interpretation of the award and/or the additional award.

Article 44 - The Finality and Binding Effect of the Award

- 1- The award shall be final on the parties, and after it is notified in accordance with the applicable laws, it shall also be binding upon the parties.
- 2- By submitting their dispute(s) to the ACIC, the parties undertake to treat the award as final and binding and to comply with the contents of the award without delay.

Article 45 – End of Arbitration Proceedings

The arbitration shall be terminated or suspended in the following cases:

- 1- On the issuance of the final award
- 2- On the withdrawal of the claim by the Claimant, unless the Respondent makes an objection by providing justifiable reasons and the Arbitral Tribunal determines that the Respondent has a justified legal interest in the continuation of the arbitral proceedings.
- 3- The Arbitral Tribunal finds that the continuation of the proceedings has become impossible or unnecessary for any other reasons. The Arbitral Tribunal shall notify the ACIC and the parties. The parties may submit their objections to the Arbitral Tribunal within 15 days from the date of notification. The ACIC Court shall decide on the matter if the parties object to the Arbitral Tribunal's decision.
- 4- The parties agree to terminate the arbitration. The parties shall inform the ACIC and the Arbitral Tribunal as to such agreement.
- 5- Death or insanity of either party
- 6- In domestic arbitrations, in the event of bankruptcy of either party, which is a legal entity, the arbitration shall be suspended until an administrator is appointed in accordance with the Commercial Code. In international arbitrations, the issue shall be decided in accordance with the applicable laws.

Chapter 6 – Arbitration Costs

Article 46 – Determination of Costs of Arbitration

- 1- The costs of the arbitration include: Registration fee, administrative fee of the ACIC, the fees of the Arbitral Tribunal, the travel and other expenses incurred by the arbitrators, the fees and expenses of the expert and other reasonable legal expenses which may be required for the arbitration proceedings.
- 2- After receiving the Request for Arbitration in accordance with the ACIC Rules, the ACIC Secretariat shall determine the amount of the advance on arbitration costs based on the amount and the nature of the claim and in accordance with the tariffs attached to the ACIC Regulation on Arbitration Costs and shall notify the same to the parties. The Claimant shall pay the advance on cost within 10 days from the date of the notification by the ACIC Secretariat. The advance paid by the Claimant shall be considered as partial payment of the Claimant's share of the costs of arbitration.
- 3- The amount of the advance on costs shall, by considering the circumstances of the case, correspond to the expected costs of the arbitration pursuant to the ACIC Regulation on Arbitration Costs.
- 4- In the event of changes in the nature and the amount of the claim and the complication of the dispute, the ACIC may increase the costs of arbitrations in the course of the proceedings.
- 5- Unless otherwise agreed by the parties, payment for arbitration costs shall be made, prior to the signing of the Terms of Reference, by the parties to the ACIC in equal shares. In the event of a counterclaim, the arbitration costs shall be paid by the parties in equal shares, unless in exceptional circumstances the Secretary General of the ACIC fixes the costs for the claim and the counterclaim separately.
- 6- If any party fails to pay all or part of its share of the arbitration costs, the other party may pay for the defaulting party in order to prevent the termination or suspension of the arbitral proceedings.
- 7- If the arbitration costs are not paid by the parties within the required time, the Secretary General of the ACIC shall set a time limit, not less than 10 days, for the parties to proceed with the payment. If such payment is not made, the Arbitral Tribunal may order the termination of the arbitration proceedings in whole or in respect of certain claims of the parties.
- 8- Failure in paying the arbitration costs within the time limit specified in Article 46 (7) shall be deemed as the withdrawal of the Request for Arbitration in relation to the claim or the counterclaim for which the payment was requested but remains unpaid.

Article 47- Allocation of Costs

Unless otherwise agreed by the parties, the Arbitral Tribunal shall determine in the award the apportionment of the arbitration costs among the parties, having regard to each party's contribution to the efficiency of the arbitration.

Chapter 7 – Miscellaneous

Article 48- Exemption from Liability

In applying the ACIC Rules and other ACIC Regulations, the Secretary General of the ACIC, the ACIC's employees, the members of the ACIC Court, the arbitrators and the emergency arbitrator shall not be liable for any act or omission in connection with the arbitration, except to the extent such exemption of liability is prohibited by the applicable law.

Article 49- General Rule

Where these Rules have provided certain powers or duties for the ACIC, the Secretary General of the ACIC is responsible to exercise such powers or perform such duties, unless these Rules provide that the ACIC Court shall decide. In all matters not expressly provided for in these Rules, the ACIC, the ACIC Court and the Arbitral Tribunal shall act in accordance with the Law on the Statute of the ACIC dated (3 February 2002), the enforceable laws on the domestic or international commercial arbitration and in the spirit of these Rules.



Entry into force:

Pursuant to Article 6 of Law on Statute of the Arbitration Center of Iran Chamber promulgated on 3 February 2002, these Rules (49 Articles and 2 Appendices) were approved at the meeting of the Board of Directors on 25 December 2022 and adopted by the Board of Representatives of Iran Chamber on 19 February 2023. These Rules came into force on 20 May 2023 and replace the ACIC Rules adopted in 2007.

Appendix I- Expedited Procedure

Article 1- Request for Expedited Procedure

- 1- From the date the Request for Arbitration is filed with the ACIC and until the appointment of arbitrator(s) at the latest, each party may request for the Expedited Procedure, provided that:
 - a- the actual amount in dispute, including the amounts of the claim and counterclaim, does not exceed 10,000,000,000 Rials in domestic arbitration or 100,000 Euro in international arbitration and
 - b- the parties expressly agree to the Expedited Procedure.
- 2- Given the circumstances of the case, including the nature, the complexities and the amount of the claim, ACIC may reject the request for the Expedited Procedure or if already approved, it may suspend the Expedited Procedure and apply the ACIC Rules after consulting the parties.

Article 2- Number of Arbitrators

The Expedited Procedure shall be conducted by a sole arbitrator. By agreeing on the Expedited Procedure, the parties shall be deemed to have waived the conduct of the expedited arbitration by a panel of arbitrators.

Article 3- Proceedings

- 1- Article 26 of the ACIC Rules on the Terms of Reference shall not apply to an arbitration under the Expedited Procedure Rules.
- 2- The Case Management Conference convened pursuant to Article 23 of the ACIC Rules shall take place promptly after the date on which the file is transferred to the Arbitral Tribunal. The ACIC may extend this time limit pursuant to a reasoned request from the Arbitral Tribunal or on its own initiative if the ACIC considers it necessary.
- 3- In the Expedited Procedure, no oral hearing shall be held, unless the parties agree otherwise or the Arbitral Tribunal considers it necessary.
- 4- In the Expedited Procedure, the ACIC and the Arbitral Tribunal may decide to reduce the time limits.



Article 4- Award

The award shall be made within a maximum period of two months from the date of acceptance of the appointment by the Arbitral Tribunal in domestic arbitrations, and within a maximum period of four months in international arbitrations. This time limit shall not be extended. If the award cannot be issued within the specified time limit, the ACIC may decide to suspend the application of the Expedited Procedure Rules and apply the ACIC Rules.

Article 5- Costs

Arbitration costs shall be fixed in accordance with the ACIC Rules on Costs

Article 6 - General Rule

In all matters concerning the Expedited Procedure not expressly provided for in this Appendix, the ACIC Court and the Arbitral Tribunal shall apply the ACIC Rules.



Appendix II- Emergency Arbitrator

Article 1- Interim Measure by an Emergency Arbitrator

- 1- Unless the parties agree otherwise, a party that seeks emergency interim measure may, prior to the appointment of the arbitrator(s), submit an application for interim measure to the ACIC pursuant to Article 27 of the ACIC Rules.
- 2- The application for interim measure shall include the following:
 - a- Full details of the parties and their representatives (if any), including the names and National ID Number (for natural persons) and the name, the Registration Number and the Economic Code (for legal persons), together with their postal addresses and emails. Proof of authority of any party representatives is required if the claim is submitted by a representative;
 - b- statement on the nature of the dispute and relief sought;
 - c- the reasons for the urgency of such measure
 - d- the reasons why the party is entitled to such interim measure
 - e- the harm that the party will suffer if interim measure is not granted.
 - f- a copy of the arbitration agreement
- 3- The ACIC Secretariat shall communicate the request for interim measure to the other party.
- 4- If Request for Arbitration is not submitted to the ACIC, in accordance with Article 6 of the ACIC Rules, within 10 days from the date of filing the request for interim measure, the ACIC shall suspend the proceedings by emergency arbitrator.

Article 2- Appointment of an Emergency Arbitrator

If the ACIC accepts the request for interim measure, it will appoint the emergency arbitrator within 3 days from the date of receiving the request and payment for emergency arbitrator.

Article 3- Challenge

Each party may challenge the emergency arbitrator within 4 days of being notified of the emergency arbitrator's appointment, or of circumstances that raise doubts as to the independence and impartiality of the emergency arbitrator.

Article 4- The proceedings

- 1- The emergency arbitrator may determine any questions of its jurisdiction.

- 2- The emergency arbitrator shall establish a procedural timetable within 2 days from receipt of the file, and shall communicate it to the parties and the ACIC Secretariat.
- 3- The ACIC may reduce the time limits provided in the ACIC Rules in order for the emergency arbitrator to proceed with the request for interim measure.

Article 5- Decisions

- 1- The emergency arbitrator shall decide on the request for interim measure within 10 days from the date of the appointment, unless the ACIC extends the time in exceptional circumstances.
- 2- The decision of the emergency arbitrator shall be referred to the ACIC Court for review.
- 3- The Emergency Arbitrator shall have no power to act after the Arbitral Tribunal is constituted. The Arbitral Tribunal may confirm, modify or vacate the decisions of the emergency arbitrator, including ruling on his own jurisdiction and acceptance or rejection of interim measure.
- 4- The parties agree that an order by an emergency arbitrator under this appendix shall be binding on the parties from the date it is made, and undertake to carry out the interim measure immediately and without delay.
- 5- The interim measure issued by the emergency arbitrator shall cease to be binding if the Arbitral Tribunal is not appointed within 90 days of ordering the interim or when the final award is issued by the Arbitral Tribunal or when the arbitration is terminated.

Article 6- Costs

The emergency arbitrator shall decide on the allocation of costs related to the interim measure, and the Arbitral Tribunal shall make the final decision.

Article 7-General Rule

In all matters concerning the emergency arbitrator not expressly provided for in this Appendix, the ACIC Rules shall be applied.