

**Arbitration Rules**  
**of the Court of International Commercial Arbitration**  
**of the Chamber of Commerce and Industry of Romania**

**adopted by**  
**the Board of the Court of International Commercial Arbitration**

**in force as of January 1<sup>st</sup> 2025**

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**ARBITRATION RULES**  
**of the Court of International Commercial Arbitration**  
**of the Chamber of Commerce and Industry of Romania**

**Chapter I**  
**Preliminary Provisions**

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**Article 1. - *Scope of the Arbitration Rules***

These Rules set forth the principles and regulations for the resolution of domestic and international disputes subject to institutionalized arbitration organized by the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania, hereinafter referred to as the “Court of Arbitration”.

**Article 2. - *Definitions***

In these Rules, the terms and expressions below shall have the following meaning:

1. *arbitral assistant* – the specialized person within the Secretariat of the Court of Arbitration fulfilling roles related to the administration of the proceedings before the constitution of the arbitral tribunal, of recording the arguments of the parties, as well as any other roles provided by these Rules or by the Regulation for the Organization and Operation of the Secretariat of the Court of Arbitration;
2. *hearing* – any arbitration session which shall constitute the frame for the oral phase of the arbitration;
3. *the consultation of the parties* – requesting the opinion of the parties regarding a measure considered by the arbitral tribunal, through any means of communication, in accordance with Article 5(2) of the Rules;
4. *request for arbitration* – a request by which an arbitral procedure is initiated;
5. *counterclaim* – the request for arbitration filed by a respondent within an existing arbitration;
6. *Board of the Court* – the collective body managing the Court of Arbitration;

7. *arbitration agreement* – an arbitration clause or a submission agreement concluded by any individuals or legal persons of private or public law; the model for the arbitration agreement is included in annex I to these Rules;
8. *procedural order* – any preliminary or interlocutory decision rendered during the arbitration, which shall not decide in full the merits of the case or terminate the role of the arbitral tribunal;
9. *arbitration dispute* – any dispute, arising from a contractual or extra-contractual relation, subject to resolution by arbitration;
10. *memorandum* – the procedural document whereby a party presents its claims or defenses, prepared upon a request of the arbitral tribunal or upon a request of a party and with the approval of the arbitral tribunal;
11. *party* – any claimant, respondent, intervening party or additional party, participants in the arbitration;
12. *President of the Court* – president of the Court of Arbitration;
13. *arbitral procedure* – the procedure for the settlement of an arbitral dispute or for the settlement of certain requests for the adoption of interim or provisional measures, as well as the establishment of factual circumstances;
14. *answer* – the document whereby the respondent, intervening party or additional party is answering to the request for arbitration;
15. *Rules* – these Arbitration Rules of the Court of Arbitration;
16. *Secretariat of the Court* – the Secretariat of the Court of Arbitration;
17. *award* – the final award which resolves in full the merits of the case or terminates the role of the arbitral tribunal;
18. *arbitral tribunal* – the sole arbitrator or, as the case may be, the arbitrators and the chairperson.

### **Article 3. - *Principles of the Arbitration***

- (1) Throughout the entire proceedings, the Court of Arbitration, the President of the Court, the Board, the Secretariat of the Court, the arbitral tribunal and the parties shall act in good faith, in an effective and expedited manner, with the observance of the equal treatment, of the right of defense and of the adversarial principle.

- (2) During the arbitration, each party has the right to the fair adjudication of its case, within an optimal and predictable time limit, by an independent and impartial arbitral tribunal.
- (3) The parties have the right of access to all the documents in the case file, subject to the observance of the principle of confidentiality of the arbitration.
- (4) In case of discrepancy between the arbitration agreement and these Rules, referred to in the arbitration agreement, the arbitration agreement shall prevail, unless these Rules expressly provide otherwise.

#### **Article 4. - *Confidentiality of the Arbitration***

- (1) Unless the parties agree otherwise, the Court of Arbitration, the President of the Court, the Board of the Court, the Secretariat of the Court, the arbitral tribunal, the arbitral assistants and any person involved in the organization of the arbitration shall maintain the confidentiality of the entire arbitration.
- (2) Awards and procedural orders may be published in full only subject to the approval of the parties. However, they may be published partially or in summary or analysed from the perspective of the legal issues raised, in magazines, scholarly works or arbitration case-law digests, without nominating the parties or providing other information potentially harmful to the interests of the parties.
- (3) After the communication of the award and on a case-by-case basis, the President of the Court may authorize the consultation of the case files for purposes of scientific research, subject to the observance of the confidentiality obligation.

#### **Article 5. - *Notifications and communications***

- (1) Any notification or other communication from the Secretariat of the Court, the President of the Court, the Board of the Court, the arbitral tribunal or between the parties shall be delivered to the last known address of the addressee or the address provided by the latter, as the case may be.
- (2) The delivery shall be made by registered mail with acknowledgment of receipt and with declared content, by courier, electronic mail, telefax or any other means of communication that allow for proof of communication and of the contents. In case of telephone communications, the arbitral assistant shall draft a telephone record specifying the time and date of the communication, the identity of the person with whom the discussion took place and providing a summary of discussion.
- (3) Any notification or other communication sent in accordance with the provisions of para. (2) shall be deemed to have been acknowledged by the addressee on the date on which it would have been normally received given the means of communication

used.

- (4) The communication shall also be deemed as duly served in cases where the addressee refused receipt thereof or, despite evidence that the party was duly notified, failed to collect the relevant communication from the post office.
- (5) Any written document may be also be delivered by hand to the party or its representative, under signature certified by the arbitral assistant or an agent of the Secretariat of the Court, with the specification of the hand-over date.
- (6) The communication evidence and the telephone records shall be attached to the case file.

#### **Article 6. - *Time Limits***

- (1) The arbitral tribunal, after consulting the parties, or, until it is constituted, the President of the Court, may modify, for substantiated reasons, pursuant to a request filed by any of the parties or by its own motion, any time limit established for the performance by a party of its obligations.
- (2) A party who was present or represented at a hearing shall not receive subsequent notice of proceedings throughout the arbitration, being held to be aware of the ensuing hearing dates, unless these Rules or the arbitral tribunal require otherwise.
- (3) Hearing dates acknowledged personally by the parties or for which notice had been given may be changed only for substantiated reasons, after the consultation of the parties. If the case so requires, the parties shall immediately be noticed for the new hearing date.

#### **Article 7. - *Territorial Application of the Rules***

- (1) These Rules shall apply whenever, pursuant to the arbitration agreement, the parties refer to, in any manner, to the arbitration body of the Chamber of Commerce and Industry of Romania or to the Arbitration Rules of the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania.
- (2) Where the parties chose to apply other arbitration rules than those of the Court of Arbitration, such application shall be permitted only where the said rules do not explicitly prohibit their application. If the rules indicated by the parties expressly prohibit their application by another arbitration body, the present Rules shall apply.
- (3) The arbitral tribunal has the sole authority to establish whether and if other rules of arbitration, different from those of the Court of Arbitration, are compatible and applicable, taking into consideration the circumstances of the dispute and the provisions of the arbitration rules indicated by the parties. The jurisdiction of the Court of Arbitration and the constitution of the arbitral tribunal shall continue to

remain subject to the present Rules.

**Article 8. - *Application of the Rules in Time***

Unless the parties agreed otherwise, the arbitration shall be organized and carried out in accordance with the arbitration rules in force at the date of commencement of the arbitration.

**Article 9. - *Interpretation of the Rules***

- (1) The authentic interpretation of these Rules shall be made only by the Court of Arbitration.
- (2) The interpretation of these Rules by the arbitral tribunal shall be made only for the purpose of applying them in the relevant dispute.



## Chapter II

### Commencement of Proceedings

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#### **Article 10. - *Request for Arbitration***

- (1) The request for arbitration filed with the Court of Arbitration must include the following:
- a) the name in full, domicile or, as the case may be, residence of the parties, or, for legal persons, their registered name and registered office. In addition, it must include the personal identification number or, as the case may be, the sole registration number or fiscal identification code, the entry number used in the trade registry or used for registration in the registry of legal persons and the claimant's and respondent's bank accounts, if they are known by claimant, the e-mail address, telephone number, fax number or other similar information and, if necessary, the domicile or address designated for the service of process;
  - b) the name and capacity of the person who represents the party in the arbitration dispute, and, in case of representation by a lawyer, the name, telephone and fax numbers of the lawyer, their e-mail address and professional address. Evidence of the power of representation shall be attached to the request;
  - c) a summary presentation of the dispute, which shall state the relief sought and the monetary value of the claims, indicating the factual and legal reasons, with references to the means of evidence that the claimant intends to use;
  - d) a description of the arbitration agreement accompanied by a copy of the contract in which it is included or the instrument from which it derives;
  - e) claimant's proposal concerning the number of arbitrators and the seat of arbitration;
  - f) claimant's option with respect to whether the Expedited Arbitration Procedure provided by Annex V applies or not;
  - g) the name of the appointed arbitrator, and, where the person in question is not included in the list of arbitrators of the Court, the address, telephone number, fax number and e-mail address of the appointed arbitrator;

- h) the signature of the claimant or of its representative, where applicable; the signature may also be an advanced electronic signature.
- (2) The request for arbitration and the annexes shall be filed in the language of the arbitration, in electronic and paper format, one copy submitted for each of the respondents and one additional copy for the case file. Where there is no agreement between the parties with respect to the language of the arbitration, the provisions of Article 29 shall apply.
  - (3) The request for arbitration shall also include any requests for joinder of a third party or request to consolidate pursuant to Article 16 and Article 17. Where such a request is filed, the request for arbitration shall include the information set forth in para. (1) d) above concerning the arbitration agreement concluded with these persons.
  - (4) The provisions of this article shall apply accordingly to the counterclaim filed by the respondent or by one of the respondents.

**Article 11. - *Registration of the Request***

- (1) The request for arbitration, accompanied by proof of payment of the registration fee, in the amount set forth in the Schedules of Arbitral Fees and Expenses in force on the date when the request for arbitration is filed, shall be registered with the Secretariat of the Court.
- (2) Where the registration fee is not paid by the date of submission of the request for arbitration, the Secretariat of the Court shall grant the claimant a 5-day time limit, to be calculated from the date of communication, to pay the fee.
- (3) If the registration fee is not paid within the time limit, the request for arbitration shall be returned pursuant to an order of the President of the Court.

**Article 12. - *Arbitration Fee***

- (1) The claimant shall pay the arbitration fee, to be calculated in accordance with the Schedules of Arbitral Fees and Expenses in force on the date when the request for arbitration is filed, within a 10-day time limit running from the date of communication of the notice by the Secretariat of the Court.
- (2) Upon the claimant's request and subject to the circumstances of the case, the time limit set forth in para. (1) may be extended pursuant to a reasoned decision of the President of the Court.
- (3) If the proof of payment of the arbitration fee is not submitted within the time limit and subject to the conditions communicated by the Secretariat of the Court, the request for arbitration shall be returned to the claimant.

**Article 13. - *Date of Commencement of the Proceedings***

- (1) The arbitration shall be deemed commenced on the date when the request for arbitration is received at the Secretariat of the Court, subject to the payment of the registration fee and of the arbitration fee, under the conditions communicated by the Secretariat of the Court.
- (2) If the request for arbitration is delivered by mail, expedited courier service or other communication service, the date of commencement of arbitration shall be the date specified by the post office or by the courier, or the date indicated in the printed copy of the confirmation that the request was sent, certified by the person charged with the delivery. The envelope bearing proof of delivery shall be attached to the case file.

**Article 14. - *Answer***

- (1) If the arbitration fee was paid under the conditions communicated by the Secretariat of the Court, the latter shall deliver to the respondent a copy of the request for arbitration and of its annexes. The respondent may file an answer within 30 days from the date of communication of the request for arbitration. The answer shall include the following:
  - a) a summary response to claimant's request, indicating the factual and legal reasons on which respondent's defense is based, with references to the means of evidence it intends to use;
  - b) any objections with respect to the existence, validity and application of the arbitration agreement;
  - c) respondent's reply to claimant's proposal concerning the number of arbitrators and the seat of arbitration;
  - d) respondent's option with respect to whether the Expedited Arbitration Procedure provided by Annex V applies or not;
  - e) the name of the appointed arbitrator and, if appropriate, the address, fax number and e-mail address of the appointed arbitrator or, if applicable, the answer to claimant's proposal regarding the appointment of a sole arbitrator, as well as the name of that arbitrator;
  - f) the name and capacity of the person representing the party in the arbitration dispute, and, in case of representation by a lawyer, the name, telephone and fax numbers of the lawyer and professional address. Evidence of the power of representation shall be attached to the answer;

- g) the signature of the party or its representative, where applicable.
- (2) The answer and its annexes shall be delivered, in the language of the arbitration, in hard copy, in a number of copies equal to the number of claimants, plus one for the case file, as well as in electronic format.
  - (3) The absence of an answer from respondent shall not be deemed to represent a recognition of claimant's claims and shall not prevent the continuation of the arbitration.
  - (4) Any counterclaims by the respondent shall be filed together with the answer and shall include the items indicated in Article 10 (1) c) and d).
  - (5) The answer shall also include any request to join additional parties to the case or a request to consolidate filed in accordance with Article 16 and 17. If respondent files such request, its answer to the request shall include the information required in Article 10 (1) d) above, and Article 10 (2) shall apply accordingly.
  - (6) The Secretariat of the Court shall deliver a copy of the answer to the claimant, for information purposes and to enable it to file an answer to the counterclaim, if applicable, within 30 days from communication.
  - (7) The provisions of this article shall apply accordingly to the answer to the counterclaim to be filed by the original claimant or to the answer to be filed by the party joined to the case at respondent's request.

**Article 15. - *Request for Additional Information***

- (1) If the request for arbitration or the counterclaim fail to include all the information and requirements provided in Article 10, the President of the Court, acting through the Secretariat of the Court, shall immediately ask the relevant party to provide the missing information or satisfy the relevant requirements, within a time limit that shall not exceed 10 days from the communication of the notice.
- (2) If any of the parties fails to comply with the request for providing additional details, in the absence of which the arbitration cannot continue, the President of the Court may order the return of the request for arbitration or of the counterclaim, as the case may be.
- (3) If the parties do not comply in any other way with the request for providing additional details, this shall not prevent the continuation of the arbitration.
- (4) If a party fails to appoint the arbitrator according to para. (1), the provisions of Article 19 shall apply.

**Article 16. - *Participation of Third Parties***

- (1) The request for arbitration filed against other persons who may claim the same right as the claimant or the request by which an intervening party claims for itself the same right which is subject to the dispute is admissible only with the approval of the arbitral tribunal, or if this was not constituted, with the approval of the Board of the Court.
- (2) In all cases, the arbitral tribunal or, in its absence, the Board of the Court, shall also take into account, *inter alia*, the fulfilment of the following conditions:
  - a) all parties, including the intervening party or the additional party, agreed, even before the arbitral tribunal, that the disputes between them should be subject to the arbitration conducted in accordance with these Rules and also agreed on the method of choosing the arbitral tribunal;
  - b) the main voluntary intervention or the request for joinder have been filed at the latest at the first hearing date;
  - c) the party filing the request for intervention or the request for joinder paid the arbitration fee in the amount established by the Schedules of Arbitral Fees and Expenses, as well as the potential additional costs.
- (3) The provisions of para. (1) și (2) shall apply accordingly to requests for joinders filed against additional parties against whom the claimant or the respondent may file separate claims, which are conditional upon the claimant or respondent receiving an adverse award, as well as to claims brought, by way of a counterclaim, against persons other than the claimant.
- (4) The accessory voluntary intervention shall be admissible at all times and until the closing of the proceedings if the intervening party proves the existence of an arbitration agreement concluded with all parties in the case, or, in absence of such agreement, if all parties agree. The accessory intervening party shall not be entitled to nominate an arbitrator.
- (5) The main voluntary intervention and the request for joinder of additional parties that was filed after the first hearing date shall be resolved separately by a different arbitral tribunal, unless all parties and the intervening parties or the additional parties agree and the arbitral tribunal finds that the joint resolution of these claims is more appropriate.
- (6) The provisions of this article shall also apply where the parties or third parties assert claims under multiple arbitration agreements.
- (7) The provisions of Article 15 (1) and (3) shall apply accordingly.

#### **Article 17. - Consolidation of Proceedings**

- (1) Either party may apply, within the request for arbitration or the answer, for the consolidation of the new arbitration with an already pending arbitration. In this case, the first arbitral tribunal may accept the consolidation request, if:
  1. all parties agree to the consolidation; or
  2. all claims are made under the same arbitration agreement; or
  3. where the claims are made under more than one arbitration agreement, the relief sought arises out of the same transaction or series of transactions and the arbitral tribunal considers the arbitration agreements to be compatible.
- (2) In deciding whether to consolidate, the arbitral tribunal shall consult with the parties and may have regard to, *inter alia*, the stage of the pending arbitration, whether the arbitrations raise common legal or factual issues, as well as the efficiency and expeditiousness of the proceedings.
- (3) Where there is a decision to consolidate, any arbitrator already appointed in the new arbitration shall be automatically released from his mission.
- (4) If the consolidation request is dismissed, the arbitral tribunal in the new case shall be appointed in accordance with Article 19.
- (5) If the request for consolidation is not made, in accordance with paragraph (1), within the request for arbitration or the answer, it may be filed only with the parties's agreement. In this situation, the case shall be submitted to the first arbitral tribunal already constituted, unless all parties request the constitution of a new arbitral tribunal.

### **Chapter III**

#### **Constitution of the Arbitral Tribunal**

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##### **Article 18. - *Number of Arbitrators***

- (1) The parties may agree that their dispute shall be resolved by an arbitral tribunal consisting of either a sole arbitrator or three arbitrators.
- (2) Where the parties have not agreed on the number of arbitrators, the arbitral tribunal shall consist of three arbitrators.
- (3) By exception from the provisions of para.(2), unless otherwise agreed by the parties, in the cases provided in Annex II and Annex V, the arbitral tribunal shall consist of a sole arbitrator.

##### **Article 19. - *Nomination and Appointment of Arbitrators***

- (1) Where the parties have not agreed on the procedure for the nomination of the arbitrators or if the arbitral tribunal has not been nominated within the time period agreed by the parties or, where the parties have not agreed on a time period, within the time period set by the President of the Court, the nomination or the appointment of the arbitrators, as the case may be, shall be made pursuant to the following provisions.
- (2) If the arbitral tribunal consists of a sole arbitrator, the parties may agree to appoint the arbitrator. If the parties fail to nominate the arbitrator within 30 days from the date the claimant's request for arbitration was received by the other party or parties, the President of the Court shall make the appointment.
- (3) Where the arbitral tribunal is to consist of three arbitrators, the claimant and the respondent shall each nominate an arbitrator, as per Article 10 (1) g) and Article 14 (1) e), and the third – the chairperson – shall be elected by these two arbitrators. Where a party fails to nominate the arbitrator within the time period indicated in Article 15 (1), the President of the Court shall make the appointment within 5 days. Where the nominated arbitrators do not agree within 5 days on the person who shall act as chairperson, the President of the Court, shall make the appointment within the same time limit.
- (4) Where there are multiple claimants or, as the case may be, respondents and the arbitral tribunal is to consist of three arbitrators, the claimants, jointly, or, as the case may be, the respondents, jointly, shall nominate an arbitrator each. If either side fails to make such nomination within the time limit indicated in para. (2), the Board of the Court shall appoint all the arbitrators.

- (5) When appointing arbitrators pursuant to the provisions of this article, the President of the Court or the Board of the Court, as the case may be, shall consider the nature and circumstances of the dispute, the substantial applicable law, the seat and language of the arbitration, as well as the nationality of the parties.
- (6) The filing of an ancillary claim or incidental request shall not result in the modification of the composition of an already constituted arbitral tribunal.

**Article 20. - *Date of Constitution of the Arbitral Tribunal***

- (1) The arbitral tribunal shall be constituted on the date when the chairperson or, as the case may be, the sole arbitrator accepts their election or appointment.
- (2) From the date of its constitution, the arbitral tribunal shall be vested with the authority to adjudicate the request for arbitration and the other requests regarding the arbitration procedure, except for the requests that, according to the law and these Rules, fall under the exclusive jurisdiction of other jurisdictional bodies.
- (3) Once the arbitral tribunal is constituted, the responsibilities of the President of the Court in connection with the requests specified in paragraph (2) come to an end.

**Article 21. - *Impartiality and Independence of the Arbitrators***

- (1) Every arbitrator must be impartial and independent.
- (2) Within 5 days from the date when the appointment proposal was communicated to them, the arbitrator shall fill in and sign the statement of acceptance, independence, impartiality and availability, where they shall indicate any circumstances that may give rise to justifiable doubts with respect to their impartiality or independence. The statement shall be given based on the form provided in Annex III to these Rules and shall be submitted or transmitted, as the case may be, in electronic format, as well, to the Secretariat of the Court.
- (3) The failure to fill in and sign the statement of acceptance, independence, impartiality and availability within the time limit provided in para. (2) shall be deemed a refusal to fulfill the mission of arbitrator.
- (4) An arbitrator shall immediately inform the parties and the other arbitrators in writing if any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence arise during the course of the arbitration.
- (5) If one of the parties has made an agreement with a third party for the financing of arbitration costs, the parties must promptly submit to the case file a notice containing the identification details of the third party, in order to ensure that the arbitrators can fulfill their obligation of impartiality and independence.



## **Article 22. - *Incompatibility Cases***

- (1) Arbitrators shall be incompatible in the following cases:
  1. they are in one of the incompatibility situations provided by the Code of Civil Procedure with respect to judges;
  2. they fail to meet the qualification conditions or other conditions regarding the arbitrators, as provided in the arbitration agreement;
  3. they are partners, have a cooperation relationship with or are members of the management bodies of an entity without legal personality or of a legal person that has an interest in the case or is controlled by one of the parties or is under joint control together with this party;
  4. the arbitrator has employment or work relations with one of the parties, with a legal person controlled by one of the parties or is under joint control together with this party;
  5. the arbitrator provided advisory services to one of the parties, assisted or represented one of the parties or testified in the preliminary stages of the dispute.
- (2) The arbitrator who is also a lawyer, registered in the list of eligible lawyers, may not be part of an arbitral tribunal vested with the authority to adjudicate an arbitration dispute with respect to which they performed or shall perform legal assistance activities.
- (3) The person listed in the list of arbitrators of the Court of Arbitration may not perform legal representation activities in arbitration disputes that are adjudicated on the basis of these Rules.

## **Article 23. - *Challenge of Arbitrators***

- (1) The parties may challenge any arbitrator, if circumstances exist that give rise to justifiable doubts with respect to the arbitrator's impartiality or independence or if the arbitrator does not possess the qualifications agreed by the parties. The situations listed in Article 22 (1) shall be deemed to represent such circumstances.
- (2) A party may challenge the arbitrator it has nominated only for reasons it becomes aware of or which occurred after the nomination.
- (3) The challenge request shall be filed and reasoned in writing and be submitted to the Secretariat of the Court, under the sanction of loss of right to request the challenge, within 10 days from the date the party became aware of the appointment

of the arbitrator. Where the circumstances occurred or became known to the party only after this moment, the challenge of the arbitrator shall be requested within 10 days from the date when the party became aware of the circumstances giving rise to the challenge.

- (4) The Secretariat of the Court shall give notice of the challenge to the parties and the arbitrators, who shall have the opportunity to submit their comments on the challenge within 10 days from its communication.
- (5) If all parties agree with the challenge, the arbitrator's mission shall terminate.
- (6) The challenge request of any member of an arbitral tribunal consisting of multiple arbitrators shall be resolved, in the absence of parties, by an arbitral tribunal constituted by three members appointed by the President of the Court.
- (7) If the challenge concerns the sole arbitrator, it shall be resolved, in the absence of the parties, by an arbitral tribunal constituted from the President of the Court or an arbitrator appointed by it.
- (8) The person with respect to whom a challenge was filed may resign. In this case, the provisions of Article 24 shall apply.
- (9) The provisions of the previous paragraphs apply accordingly to experts and arbitral assistants; in this case, the challenge request shall be resolved by the arbitral tribunal.

**Article 24. - *Termination of the Mission of Arbitrator***

- (1) The mission of arbitrator shall terminate by: resignation, challenge, physical or moral incapacity, revocation or death.
- (2) The Board of the Court shall take note of the termination of the mission of arbitrator in any of the following cases:
  1. the arbitrator resigns, in the conditions provided by Article 23 (8); any resignation shall be reasoned and may only refer to the entire case, and not only to certain procedural acts or stages of the arbitration;
  2. a challenge with respect to such arbitrator is granted in accordance with Article 23;
  3. the arbitrator is in a physical or moral incapacity to fulfil their mission continuing for a long time, due to reasons occurred or of which they became aware after accepting the mission of arbitrator;
  4. death of an arbitrator occurring during the arbitration.

- (3) The Board of the Court, upon request by a party or upon proposal by an arbitrator, takes note of the termination of the arbitrator's mission in the cases provided in para.(2) or orders the revocation, when an arbitrator fails to perform their obligations.
- (4) The parties and the arbitrators shall be given the opportunity to comment in writing before the revocation of any arbitrator.

**Article 25. - *Replacement of Arbitrators***

- (1) If an arbitrator's mission terminates, they shall be replaced and the provisions of Article 19 shall apply accordingly.
- (2) The newly composed arbitral tribunal shall decide whether and to what extent it is necessary to repeat certain procedural acts or the entire proceedings.

## Chapter IV

### Proceedings before the Arbitral Tribunal

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#### **Article 26. - *Conduct of Proceedings. Applicable Procedural Rules***

- (1) Immediately after the constitution of the arbitral tribunal, the Secretariat of the Court shall refer the case file to the tribunal.
- (2) In the absence of an agreement of the parties or if these Rules do not provide otherwise, the arbitral tribunal may conduct the arbitration as it considers appropriate. In all matters not expressly regulated in these Rules, the arbitral tribunal shall act in accordance with the spirit of the Rules. Where the parties, these Rules or the arbitral tribunal have not established any rules or where such rules are insufficient, the provisions of the Civil Procedure Code shall apply accordingly.
- (3) The arbitration shall consist of a written and an oral phase.
- (4) The written phase of the arbitral procedure generally includes the following stages:
  - a) the stage of filing the request for arbitration and the answer to the request for arbitration;
  - b) the stage of filing the additional memoranda in support of the request for arbitration and the answer to the request for arbitration.
- (5) The oral phase takes place during the hearings.
- (6) After consulting the parties, the arbitral tribunal may dispense with filing additional memoranda.
- (7) The arbitral tribunal shall conduct the arbitration in an impartial, efficient and expeditious manner, giving each party reasonable opportunity to present its case and argue its defenses.
- (8) After consulting the parties, the arbitral tribunal may also apply one or several of the case management techniques described in Annex IV to these Rules.
- (9) At any stage of proceedings, the arbitral tribunal shall try to reach an amicable settlement subject to the agreement of the parties.
- (10) If a party who has been duly given notice does not appear before the tribunal, the arbitration shall continue, even if none of the parties requested the adjudication of the case *in absentia*.

#### **Article 27. - *Procedural Orders***

- (1) A summary of the arguments of the parties and any decision adopted by the arbitral

tribunal within or outside arbitration hearings shall be recorded in a procedural order.

- (2) In addition to the specifications set forth in Article 46 (1) a), b), f) and g), the procedural order shall include, the following:
  - a) the manner in which the parties have been given notice or consulted;
  - b) a brief description of the parties' requests and arguments;
  - c) the reasons that substantiate the measures ordered.
- (3) The procedural orders may be issued between hearings, after consulting the parties.

#### **Article 28. - *Seat of Arbitration***

- (1) Unless the parties have agreed otherwise, the seat of the arbitration shall be at the offices of the Court.
- (2) The arbitral tribunal, after consulting the parties, shall be able to conduct the arbitration, in full or in part, at any place that it deems appropriate, and the additional costs incurred shall be borne by the parties.

#### **Article 29. - *Language of the Arbitration***

- (1) Unless the parties have agreed otherwise, the language of the arbitration shall be Romanian.
- (2) Upon request by any of the parties, the arbitral tribunal, considering the relevant circumstances and the position of the parties, may decide that the arbitration shall be conducted in other language than the one provided under para. (1).
- (3) The Secretariat of the Court or the arbitral tribunal may request that any documents, drafted in languages other than the language of the arbitration determined in accordance with para. (1) or (2), be accompanied by a translation into the language of the arbitration.
- (4) Where a party does not have the command of the language of the arbitration, at that party's request and expense, the arbitral tribunal shall ensure the services of an interpreter.
- (5) The parties may participate in the oral arguments accompanied by an interpreter.

#### **Article 30. - *Applicable Substantial Law***

- (1) The arbitral tribunal shall decide the dispute on the basis of the applicable written or non-written legal norms, taking into consideration all the circumstances of the

case and, *inter alia*, the general principles of law, the requirements of fairness and good faith.

- (2) If the dispute is international, the arbitral tribunal shall decide the matter pursuant to the laws or other legal norms chosen by the parties, and if the parties did not designate the governing law, on the basis of the laws or other legal norms which it believes to be appropriate. Any choice by the parties of the laws of a certain state shall be deemed as referring to the substantive law of the relevant state and not to its rules on the conflict of laws.
- (3) The arbitral tribunal may render awards *ex æquo et bono* or as *amiable compositeur* only with the express authorization of the parties.

### **Article 31. - Case Management Conference**

- (1) After the referral of the case to the arbitral tribunal, the arbitral tribunal shall order giving notice to the parties for the case management conference, aimed to organize, schedule and establish the applicable procedural rules, including with respect to evidence, and the stages for filing the written submissions, subject to the application of Article 26 (8).
- (2) The date of this conference represents the first arbitration hearing date.
- (3) The case management conference may be conducted through remote means of communication or in person.
- (4) Prior to or at the latest during the conference, the parties have the obligation to inform the arbitral tribunal whether:
  - a) they object to the manner in which the arbitration is organized or intend to waive the opportunity to file memoranda;
  - b) they wish the case to be adjudicated *ex æquo et bono*;
  - c) they raise or, as the case may be, maintain any objections and defenses that, in full or in part, render unnecessary the submission of evidence or the assessment of the merits of the case;
  - d) they file or, as the case may be, maintain any requests for joinder as per Article 16;
  - e) they request that the arbitration hearings be held in person, specifying the circumstances that justify this request;
  - f) they consider the bifurcation of the procedure useful, under the conditions of Annex IV.

- (5) The arbitral tribunal shall verify its jurisdiction to decide the dispute.
- (6) At the end of the case management conference or immediately thereafter, the arbitral tribunal shall have the power to establish, by a procedural order, a provisional procedural timetable for the arbitration, including, *inter alia*, the time-limits for ruling on any matters subject to the bifurcation of the procedure, the time-limits for the submission of memoranda, if applicable, and the approximate date set for oral arguments and for the issuance of the award.
- (7) The arbitral tribunal may hold other conferences, upon parties' request or by its own motion, as it may deem necessary for the efficient conduct of arbitration. Each conference shall be considered an arbitration hearing.

**Article 32. - *Submission of Memoranda by the Parties***

- (1) Within the deadline set by the arbitral tribunal, the claimant shall submit, if necessary, a memorandum that shall include, except for the case where these items have been presented in prior submissions:
  - a) the exact value of the claims and the exact description of the relief sought;
  - b) the detailed presentation of the factual and legal grounds on which the claimant relies for its request for arbitration; and
  - c) any evidence on which claimant relies for its claims, in accordance with Article 34;
- (2) Within the deadline set by the arbitral tribunal, the respondent shall also submit a memorandum that shall include, except for the case where such information has been presented in prior submissions:
  - a) a detailed presentation of any objections related to the existence, validity or enforceability of the arbitration agreement, unless such matters had already been decided earlier in the proceedings;
  - b) a declaration indicating whether respondent accepts or rejects claimant's claims, in full or in part;
  - c) a detailed presentation of the factual and legal grounds on which it relies for its defenses and
  - d) any evidence on which it relies for its defenses.
- (3) To support its claims or defenses, the party may submit, along with the request for arbitration or, as the case may be, with the response, or along with the additional

memorandum, any expert reports it deems useful, prepared by experts appointed by them.

- (4) The arbitral tribunal may allow that the additional memoranda be filed only in electronic format and may order the parties to file supplementary memoranda.
- (5) The provisions of this article shall apply accordingly to the memoranda presented by the intervening party, the additional party or the respondent in the counterclaim.

#### **Article 33. - Amendments**

After the first arbitration hearing, no party shall amend its existing claims or make new claims, objections or requests, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, objections or requests, the stage of the arbitration, the harm caused to the other party by delaying the proceedings, as well as other relevant circumstances.

#### **Article 34. - Evidence**

- (1) The parties shall specify the evidence they intend to present specifying, where applicable, its relevance and the facts and acts they intend to prove.
- (2) At the request of one of the parties or ex officio, the arbitral tribunal decides on the admissibility, relevance, sufficiency, and utility of the evidence. The arbitral tribunal is sovereign in the interpretation of the evidence.
- (3) Documents must be filed by the parties in certified copy, but the arbitral tribunal may request the original at any time.
- (4) The arbitral tribunal may order the parties to identify the written evidence they intend to submit in support of their claims and specify the circumstances they intend to prove by the relevant evidence.
- (5) Upon any of the parties' request, or, exceptionally, by its own motion, the arbitral tribunal may require the parties to produce any documents or other evidence that may be relevant in the case and material for its decisions.
- (6) When requesting cross-examination as evidence the , the parties shall also provide the questions to be asked to the other party, in the case of legal entities.
- (7) The arbitral tribunal, following the parties' agreement, may apply the Rules on the Taking of Evidence in International Arbitration adopted by the International Bar Association.

#### **Article 35. - Witnesses**



- (1) In the case of witness testimony, the parties shall indicate the names and addresses of the witnesses.
- (2) Witness statements shall be submitted as notarized instruments or with a legalization of the signature of the witness or confirmation of its identity by a lawyer.
- (3) The witnesses proposed by the parties shall appear for examination by the arbitral tribunal or by the parties, unless the arbitral tribunal, after consulting the parties, decides otherwise.
- (4) After consulting the parties, witnesses may be heard using remote communication means.

#### **Article 36. - *Experts***

- (1) The parties shall submit, along with the request for arbitration, the answer, or the additional memoranda, or in the manner authorized by the arbitral tribunal, expert reports prepared by experts appointed by them.
- (2) The arbitral tribunal, when it deems the reports insufficient to resolve the relevant factual situation, may, after consulting the parties, appoint one or more independent experts.
- (3) After consulting the parties, the arbitral tribunal defines the objectives of the expertise, sets the time-limit for its submission, the fee, expenses, and the payment method, as well as any other procedural measures related to the administration of the evidence.
- (4) Upon request by the parties, the arbitral tribunal may grant them the right to appoint a counsellor-expert to participate in the expertise.
- (5) The parties shall have the opportunity to submit comments or objections with respect to the expert report.
- (6) The arbitral tribunal, after consulting the parties, may resort to specialists with an unblemished professional reputation, outside the lists of experts. The provisions of paragraphs (1) to (5) apply accordingly.
- (7) Upon request by one of the parties, the arbitral tribunal may grant the parties the possibility to examine, in a hearing, any expert who has submitted an expert report in the case.

#### **Article 37. - *Hearings***

- (1) Hearings shall be organized if requested by a party or if the arbitral tribunal finds it appropriate.

- (2) The arbitral tribunal, after consulting the parties and considering the circumstances of the case, may decide that any hearing be held either in person or through remote communication means.
- (3) The arbitral tribunal, after consultation with the parties, shall determine the date, time and, as the case may be, location of the hearings and shall send the parties a notice or other communication regarding this, within a reasonable timeframe.
- (4) Unless otherwise agreed by the parties, only the parties or their representatives shall attend the hearings.

**Article 38. - *Cases of Default in Complying with Obligations***

If a party, without good cause, fails to comply with any provision of, or requirement under these Rules or any order of the arbitral tribunal, the tribunal may order the suspension of the arbitral proceedings, loss of the rights or adopt any other appropriate measures, according to the circumstances.

**Article 39. - *Loss of Rights***

- (1) Any objections with respect to the breach of these Rules or other rules applicable to the arbitration shall be raised, subject to the sanction of loss of the right, within 10 days from the date on which the relevant party became aware of the ground for the objection or, as the case may be, the date on which the party has been duly given notice of a hearing.
- (2) Any objections with respect to the breach of any order of the arbitral tribunal shall be raised, subject to the sanction of loss of the right, within 10 days from the date on which the relevant party became aware of the ground for the objection.
- (3) No one may invoke a procedural irregularity caused by its own action.

**Article 40. - *Interim and Conservatory Measures***

- (1) The arbitral tribunal may, at the request of a party and by means of a procedural order rendered under an expedited regime, grant any interim or conservatory measures that it deems appropriate. The provisions of Annex II – Emergency Arbitrator remain applicable to the extent of their compatibility. The time-limits provided in Articles 7 and 8 of Annex II to the Rules shall begin to run from the date the request for provisional measures was communicated to the arbitral tribunal and the arbitral fee was paid.
- (2) The arbitral tribunal may order the party requesting an interim or conservatory measure to provide the necessary security in connection with the measure requested.

- (3) Requests for interim or conservatory measures filed before the initiation of the arbitration or before the case file was referred to the arbitral tribunal shall be decided by an emergency arbitrator, in accordance with the procedure set forth in Annex II.
- (4) A request for interim or conservatory measures made by a party to a judicial authority is not incompatible with the arbitration agreement or with these Rules.

**Article 41. - *Closing of Proceedings and Deliberations***

- (1) The arbitral tribunal shall close the proceedings when it is satisfied that the circumstances of the case are sufficiently clarified and the parties enjoyed in a reasonable manner the opportunity to present their case and arguments.
- (2) In exceptional circumstances and always on the basis of substantiated reasons, the arbitral tribunal may reopen the case.

**Article 42. - *Abandonment of Arbitration***

- (1) The request for arbitration shall be deemed abandoned if, by fault of the relevant party, there is no progress in the proceedings for a period of six months.
- (2) The abandonment shall be acknowledged by the own motion of the tribunal or upon request from an interested party. In both cases, the chairperson, or, as the case maybe, the sole arbitrator, shall set a hearing date, order the giving of urgent notice to the parties and instruct the Secretariat of the Court to prepare a report with respect to the procedural acts concerning the abandonment.

**Article 43. - *Term of the Arbitration. Time Limit for the Award***

- (1) Unless the parties have agreed otherwise, the award shall be made no later than six months from the date of the case management conference.
- (2) The term shall be suspended throughout the duration of the following events:
  - 1. settlement of a request for challenge of an arbitrator;
  - 2. settlement of a plea of unconstitutionality;
  - 3. settlement of an incidental request addressed to a court of law;
  - 4. the stay of the proceedings pursuant to a legal provision;
  - 5. the preparation of an expert report ordered by the arbitral tribunal.
- (3) The parties may agree at any time during the arbitration to extend the term of the

arbitration, by either written or oral statement, made before the arbitral tribunal and recorded in a procedural order.

- (4) The arbitral tribunal may order, by way of a procedural order, the extension of the term of the arbitration.
- (5) The term shall be automatically extended by three months where the legal personality of a party ceases to exist or in case of the death of one of the parties.
- (6) Where at least a party has declared in writing to the arbitral tribunal, until the first hearing, that it intends to avail itself of the lapse of the term of arbitration, the arbitral tribunal, upon the expiry of the time limit set forth in the aforementioned paragraphs, shall render an award whereby it shall declare that the arbitration has lapsed, except for the case where the parties issue an explicit waiver of the time limit requirement.
- (7) The party who delayed the proceedings through its conduct may not avail itself of the lapse of the time limit for award, even if it raised the objection as set forth in para. (6). In this case, the arbitral tribunal shall record in the award the causes for which it dismissed the objection.

#### **Article 44. - *Awards. The Order of the President of the Court***

- (1) The arbitration shall be finalized through the rendering of an award.
- (2) Where the respondent accepts part of the claims of the claimant, the arbitral tribunal, upon claimant's request, may issue a partial award within the limits of the accepted claims.
- (3) Where the claimant withdraws its request for arbitration or waives its claimed right after the constitution of the arbitral tribunal, the tribunal shall issue an award to close the proceedings or dismiss the request for arbitration on the merits, as the case may be.
- (4) If the parties enter into a settlement before the award is rendered, the arbitral tribunal shall make, upon request from the parties, an award that shall reiterate, in its operative part, the settlement between the parties.
- (5) If the arbitration is closed due to any other reason after the constitution of the arbitral tribunal but before the case is decided on the merits, the arbitral tribunal shall render an award which shall specify the reason why the proceedings have been closed.
- (6) Where the claimant withdraws its request for arbitration or waives its claimed right before the arbitral tribunal is constituted, the arbitration shall be closed pursuant to an order of the President of the Court, to be issued on the basis of a report prepared by the chief arbitral assistant.

#### **Article 45. - *Making of the Award***

- (1) The deliberations shall take place in a private session with the participation of all arbitrators. If one of the arbitrators refuses without grounds to take part in the deliberations, they shall take place with the participation of the majority of the arbitrators. The deliberations may also take place by remote means of communication that preserve the secrecy of deliberations.
- (2) The award shall be made in writing within a term of maximum one month from the date of closing of the proceedings or, as the case may be, from the date of the filing of the post-hearing submissions or, as the case may be, within the time limit agreed upon with the parties.
- (3) The President of the Court may extend the time limit for making and drafting the award on the basis of a reasoned request from the arbitral tribunal.
- (4) Where the arbitral tribunal is composed of three arbitrators, any award shall be made with the majority vote of the arbitrators. If more than two opinions result during the deliberations, the arbitrators having the more similar views shall have the duty to join their opinions. Where no majority is formed, the award shall be made only by the chairperson.
- (5) The arbitrator who had a different opinion shall draft, indicate its grounds and sign the dissenting opinion. The same rule shall apply in the case of a concurring opinion.
- (6) The dissenting opinion or concurring opinion shall be drafted within the time limit set forth in para. (2) and shall be attached to the award.

#### **Article 46. - *Content of the Award***

- (1) The award shall be drafted in writing and shall include:
  - a) the names of the arbitrators, the name of the arbitral assistant, the place and date of making of the award;
  - b) the name of the parties, their domicile or residence, or the name and headquarters, as the case may be, as well as the name of the parties' representatives and of the other persons who participated in arbitration;
  - c) an indication of the arbitration agreement based on which the arbitration was initiated;
  - d) the subject matter of the dispute and a brief presentation of the arguments of the parties;

- e) the factual and legal grounds for the award, or, in case the arbitration was decided *ex æquo et bono*, the grounds considered by the tribunal;
  - f) the operative part;
  - g) the signatures of all arbitrators, subject to the provisions of para.(2), as well as the signature of the arbitral assistant.
- (2) If one of the arbitrators fails to sign the award, the award shall include an indication of the reason for such failure, which shall be confirmed under the signature of the chairperson, or, in the case of the chairperson, under the signature of the President of the Court.
  - (3) If the arbitral assistant cannot sign the award, it shall be signed by the chief arbitral assistant or their substitute, with the specification of the reason that prevented the arbitral assistant from signing the award.

#### **Article 47. - *Effects of Award***

- (1) The award is final and binding. It shall be complied with voluntarily by the party against which it was issued, immediately or within the time limit indicated in the award.
- (2) The arbitral assistant must communicate the award to the parties within 3 days from the date it is signed by the arbitrators.
- (3) The award communicated to the parties has the effects of a final court decision.
- (4) The award is a writ of execution and shall be enforceable according to the provisions of the Code of Civil Procedure.
- (5) By agreeing to arbitration under these Rules, the parties undertake to carry out the provisions of the award without delay.
- (6) The award can be set aside only following an action for annulment for the reasons expressly and limitatively provided by the Code of Civil Procedure.

#### **Article 48. - *Correction and Interpretation of the Awards***

- (1) Errors or omissions with respect to the name, capacity and arguments of the parties or calculation errors or omissions, as well as any other clerical errors in the award or in the procedural orders can be corrected by the own motion of the tribunal or following a request by a party, to be filed within 15 days from the date of communication of the award.
- (2) If interpretations are necessary with respect to the meaning, extent and application of the operative part of the award or if an award includes inconsistent terms, a party

may request the arbitral tribunal that made the award, within 15 days from the date of communication of the award, to give an interpretation of the operative part or to remove the inconsistencies.

- (3) If the arbitral tribunal finds that the request to correct the clerical errors or to give an interpretation to the award is justified, it shall make the requested corrections or shall provide the requested interpretation within 30 days from the receipt of the request.
- (4) The arbitral tribunal may rectify any error of the kind referred to in para. (1) above by its own motion within 30 days from the date of making of the award.
- (5) Any correction of a clerical error or interpretation of an award shall be made through a procedural order, which shall be attached to the award and shall be an integral part thereof. It shall also be attached in the dispute file and in the awards file of the Court of Arbitration and shall be communicated to the parties.
- (6) The provisions of this article shall also apply accordingly for the correction and interpretation of procedural orders.

#### **Article 49. - *Supplementing of Awards***

- (1) If the arbitral tribunal omitted in its award to issue a decision with respect to a main or secondary claim or with respect to a related or associated claim, any party may request the supplementing of the award within 15 days from its communication. The other party shall be given notice of the request.
- (2) The provisions of this article shall also apply when the arbitral tribunal omitted to issue a decision on requests filed by witnesses, experts, translators, interpreters or legal representatives, with respect to their rights.
- (3) The arbitral tribunal shall decide the request urgently, after giving notice and consulting the parties, by means of a separate award.
- (4) The supplementing award shall be drafted in the form provided for the award, shall be attached to the award and shall be an integral part thereof. It shall also be attached in the dispute file and in the awards file of the Court of Arbitration and shall be communicated to the parties.
- (5) The provisions of this article shall apply accordingly also for the supplementing of procedural orders.

#### **Article 50. - *Costs of the Arbitration***

- (1) The costs of the arbitration include the registration fee, the arbitration fee, which consists of the administrative fee and the fee of the arbitrators, the costs for the administering of evidence, the costs for the translation of documents and of oral

arguments, the lawyers fees, the experts and advisors fees, the travel costs for the parties, arbitrators, witnesses, experts and legal counsel and other costs related to the arbitration.

- (2) The registration fee and the arbitration fee remunerate the services provided by the Court of Arbitration in organizing and conducting the arbitration. The registration fee shall not be reimbursed under any circumstances.
- (3) The fees of the arbitrators established in the Schedules of Arbitral Fees and Expenses shall apply for one arbitrator only.
- (4) The arbitration costs shall be established and paid according to the Schedules of Arbitral Fees and Expenses.

**Article 51. - *Allocation of the Arbitration Costs***

Unless otherwise established by the parties, the arbitral tribunal, upon request by a party, shall order in the award the payment by one of the parties of any reasonable costs incurred by the other party, including the costs related to representation before the arbitral tribunal, taking into consideration the result of arbitration, the manner in which each party contributed to ensuring the efficiency and expeditiousness of the proceedings and any other relevant circumstances.



## **Chapter V**

### **Final Provisions**

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#### **Article 52. - *General Rules***

These Rules are supplemented by the provisions of the Code of Civil Procedure.

#### **Article 53. - *Liability of Arbitrators***

The Court of Arbitration, the arbitrators, the arbitral assistant, the experts appointed by the arbitral tribunal shall not be liable to any of the parties for any action or omission in connection with the arbitration, unless such action or omission is due to their willful misconduct or gross negligence.

#### **Article 54. - *Entry into force***

- (1) These Rules enter into force on January 1, 2025, and will be published on the Arbitration Court's website, in the Arbitral Codex, as well as in the Official Gazette of Romania, Part I.
- (2) Upon their entry into force, any contrary provisions are repealed.

#### **Article 55. - *Transitory provisions***

Disputes pending at the time of the entry into force of these Rules will be resolved according to the rules in force at the time the request for arbitration was filed, unless the parties choose to apply these Rules.

#### **Article 56. - *Annexes***

Annexes no. I – V are an integral part of these Rules.

## Annex I A

### STANDARD ARBITRATION CLAUSE

“Any dispute arising out of or in connection with the present contract, including with respect to its conclusion, nullity, interpretation, performance or termination thereof shall be resolved by final arbitration organized by the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania, in accordance with the Arbitration Rules of the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania. The award shall be final, binding and enforceable”.

Recommended additions:

“The arbitral tribunal shall consist of [... to insert the option of the parties for three arbitrators/sole arbitrator and the method for their appointment]”.

“The seat of arbitration shall be [ to insert the country/ city...]”.

“The language of arbitration shall be [... to insert the language chosen by the parties]”.

“The dispute shall be governed by the substantive law of [... to insert ]”.

Or

“The arbitral tribunal shall decide the dispute *ex æquo et bono* or as *amiable compositeur*”.

## **Annex I B**

### **STANDARD SUBMISSION AGREEMENT**

The undersigned:

1. .... (name/designation; name of the legal or conventional representatives; domicile/headquarters; number of registration with the Trade Registry; telephone, telex, fax numbers, e-mail address and other identification data, as the case may be), hereinafter referred to as party 1, and

2. (the same details), hereinafter referred to as party 2,

we ascertain that a dispute arose between us in connection with Contract no. .... dated....., which has the following subject matter:

Party 1 claims that ..... (brief presentation of the claims)

Party 2 claims that ..... (brief presentation of the objections).

The undersigned agree that this dispute shall be settled by arbitration organized by the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania, in accordance with the Arbitration Rules of the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania. The award to be made in this dispute shall be final, binding and enforceable.

The Parties may also add, at their discretion, the following information:

1. "The arbitral tribunal shall consist of Mrs./Mr. .... as sole arbitrator."

Or

"The arbitral tribunal shall consist of a sole arbitrator appointed by the President of the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania".

or

"The arbitral tribunal shall consist of three members: Mrs./Mr. .... arbitrator appointed by party 1 and Mrs./Mr.: .... arbitrator appointed by party 2. The two arbitrators shall elect a chairperson, subject to the terms and conditions provided by the Arbitration Rules of the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania." (alternate solution: "The chairperson shall be appointed by the President of the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania".

or

"The arbitral tribunal shall be constituted according to these Arbitration Rules".

2. "The arbitral tribunal shall decide the dispute under the law, with the application of the Romanian law/norms of substantive law of [... to insert]".

Or

“The arbitral tribunal shall decide the dispute in equity (*ex æquo et bono*) or as *amiable compositeur*”.

3. “The seat of arbitration shall be ..... (if different from the seat of the Court of Arbitration)”.

4. “The arbitral tribunal shall issue the award within ..... months (if the parties agree to set a period longer or shorter than 6 months, as provided by the Arbitration Rules of the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania)”.

Concluded in two originals, at ..... , today, ..... .

Signature of party 1,

Signature of party 2,

## **Annex II**

### **EMERGENCY ARBITRATOR**

#### **Art.1 Emergency Arbitrator**

- (1) A party may apply for the appointment of an emergency arbitrator for interim or conservatory measures requested as per the provisions of Article 40 (3) of the Rules.
- (2) The powers of the emergency arbitrator terminate on the date when the arbitral tribunal is constituted or as provided under Article 9 (4) 3, 4 and 5 below.

#### **Art.2 Application for the Appointment of an Emergency Arbitrator**

An application for the appointment of an emergency arbitrator shall include:

- a) the information required under Article 10 (1) a), b) and d) of the Rules;
- b) a summary of the dispute;
- c) a statement of the requested interim or conservatory measure and the reasons that justify the urgency of the measure;
- d) its comments or the presentation of the agreements existing between the parties with respect to the place for conducting the emergency proceedings, the applicable law and the language of the arbitration;
- e) proof of payment of the costs for the emergency proceedings pursuant to the Norms Regarding the Arbitration Fees and Costs;
- f) documents or information that contribute to the efficient examination of the application for taking the interim or conservatory measures.

#### **Art.3 Notification of the Other Party**

After the receipt of an application for the appointment of an emergency arbitrator, the Secretariat of the Court shall send the application to the other party.

#### **Art.4 Appointment of the Emergency Arbitrator**

- (1) The President of the Court shall appoint an emergency arbitrator within 48 hours from receipt of the application by the Secretariat of the Court.
- (2) The application shall be dismissed if the President of the Court finds that there is a manifest lack of jurisdiction of the Court of Arbitration.
- (3) The provisions of Article 21 - 23 of the Rules shall be applicable. A challenge request may be made only within 24 hours from the time the circumstances giving rise to the challenge became known to the party.
- (4) All parties must be afforded the opportunity to submit their comments in writing with respect to the request for challenge.
- (5) An emergency arbitrator may not be a member of the arbitral tribunal to be constituted in connection with the dispute, unless otherwise agreed by the parties.

#### **Art.5 Seat of the Emergency Proceedings**

The seat for the proceedings shall be that which has been agreed upon by the parties as the seat of arbitration. If the seat of arbitration has not been agreed by the parties, the emergency arbitrator shall establish the seat for the emergency proceedings.

#### **Art.6 Referral to the Emergency Arbitrator**

Once an emergency arbitrator has been appointed, the Secretariat shall promptly inform them of such and shall refer the file to the emergency arbitrator.

#### **Art.7 Conduct of the Emergency Proceedings**

Within two days from its appointment, the emergency arbitrator shall establish an interim procedural timetable and also decide with respect to the need to provide security, as well as with respect to the period in which the party against which the interim or conservatory measure is requested may submit its answer to the request.

#### **Art.8 Procedural Orders with Respect to the Interim or Conservatory Measures**

- (1) Any procedural order with respect to the interim or conservatory measures shall be issued no later than 10 days from the date when the appointment was communicated to the emergency arbitrator as per Article 6. The President of the Court may extend this period upon a reasoned request of the emergency arbitrator.
  - a) Any procedural order with respect to the interim or conservatory measures shall contain the items provided by Article 27 of the Rules.

- (2) The Secretariat of the Court shall promptly deliver a copy of the procedural order to each party.

**Art.9 Binding Effect of the Procedural Order**

- (1) A procedural order shall be binding upon the parties when rendered.
- (2) At the reasoned request of a party, the emergency arbitrator may amend or revoke the procedural order.
- (3) By agreeing to arbitration under the Rules, the parties undertake to immediately comply with any procedural orders regarding the interim or conservatory measures ordered by the emergency arbitrator.
- (4) A procedural order shall cease to produce effects if:
  - 1. the emergency arbitrator or the arbitral tribunal so decides;
  - 2. the arbitral tribunal makes an award;
  - 3. arbitration is not commenced within 30 days from the date of the procedural order;
  - 4. the arbitral tribunal is not constituted or the costs of the proceedings provided in this Annex are not paid within 90 days from the date of the procedural order;
  - 5. claimant has withdrawn the Request for Arbitration;
- (5) The arbitral tribunal is not bound by the procedural order or by the reasons held by an emergency arbitrator and may amend or cancel the interim or conservatory measures taken by the emergency arbitrator.
- (6) Upon the request by a party, the arbitration fee related to the proceedings provided in this annex may be allocated in accordance with the provisions of Article 51 of the Rules, when the final award is made.

### Annex III

#### STATEMENT OF ACCEPTANCE, INDEPENDENCE, IMPARTIALITY AND AVAILABILITY

Mr./ Mrs.....

Profession.....

Registered/ unregistered on the List of Arbitrators of the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania (Hereinafter called Court of Arbitration), I hereby state the following:

1) Accept/decline the mission as arbitrator:

☐ I accept to be part of the Arbitral Tribunal that shall settle the dispute registered with the Court of Arbitration under no. .../.....,as arbitrator/ chairman;

☐ I decline to be part of the Arbitral Tribunal that shall settle the dispute registered with the Court of Arbitration under no. .... /..... (in this case, only the signature and date are necessary for the present Statement).

2) Observing the Arbitration Rules of the Court of Arbitration

☐ I hereby take note of the provisions of the Arbitration Rules of the Court of Arbitration and I understand to duly observe them

3) Independence and impartiality:

☐ I don't find myself in neither of the cases of incompatibility provided by Art. 22 of the Arbitration Rules that may question my independence and impartiality

☐ I consider that I am able to fulfill my mission as arbitrator in an independent and impartial manner; however I understand to declare the following circumstances:

.....  
.....

4) Availability:

☐ I confirm based on the information that I hold at present time that I am able to dedicate the necessary time to execute and finalize the arbitration procedure within the time extent dedicated pursuant to the Arbitration Rules of the Court of Arbitration.

Signature.....

Date.....



## **Annex IV**

### **CASE MANAGEMENT TECHNIQUES**

This annex provides an illustrative list of methods for increasing the efficiency of the proceedings that can be used by the arbitral tribunal and by the parties for the purpose of reducing the duration and costs of the arbitration. Arbitration must be conducted in an expedited manner, especially in cases of low complexity and value, where the arbitral tribunal shall ensure that the duration and costs of the proceedings shall be commensurate with what is at stake in the dispute.

It follows that the arbitral tribunal, relying on its procedural autonomy, may use any of the methods presented below:

- a) the bifurcation of the proceedings, when the arbitral tribunal finds that such measures may result in a more effective conduct of the arbitration:
  - (i) the bifurcation of the proceedings means the split of the proceedings into two or multiple stages, in order to decide on certain disputed matters that might make unnecessary the administering of evidence and submissions with respect to the merits of the case;
  - (ii) the bifurcation of the proceedings may consist, for instance, in the stage of determining the jurisdiction or the stage of establishing if a party is liable in principle. Such determination may be made by means of an interlocutory minutes or award, as the case may be, and may be followed or not by the determination of the quantum of financial damages by means of the award.
- b) the issuance of one or multiple partial awards, whenever permitted by law.
- c) the identification of the issues that can be resolved by agreement between the parties or their experts.
- d) the identification of the issues to be decided solely on the basis of documents, rather than by hearing witnesses or experts or the presentation of oral arguments by the lawyers.
- e) the production of documentary evidence:
  - (i) requiring the parties to produce with their written submissions, the documents on which they rely;
  - (ii) avoiding requests for document production, when appropriate in order to control the duration and costs of the proceedings;

- (iii) in those cases where the requests for document production are found justified, the limitation of such requests to documents or categories of documents that are relevant and material to the outcome of the case;
  - (iv) establishing reasonable time limits for the production of documents;
  - (v) the use of a timetable for the production of documents to facilitate the resolution of issues with respect to the document production.
- f) establishing the length and scope of written submissions, as well as for the written and oral statements of the witnesses and experts, in order to avoid repetition and maintain the focus on key issues.
  - g) the use of remote, audio and video communication means for procedural hearings where attendance in person is not essential and the use of electronic means that enables online communication among the parties, the arbitral tribunal and the Secretariat.
  - h) the organization of a preliminary conference with the arbitral tribunal to discuss and determine the organizational aspects related to the hearing as well as the issues that the arbitral tribunal believes that the parties should address with priority at the hearing.
  - i) the establishment of the procedural timetable, indicating the dates when each procedural act should be made.
  - j) the selection, if appropriate, of neutral experts and specialists with adequate training, professional experience and availability for the issues in dispute.
  - k) the amicable settlement, in full or in part, of the dispute.

## **Annex V**

### **SPECIAL RULES FOR EXPEDITED ARBITRATION**

#### **Art.1 Scope**

- (1) These special rules for expedited arbitration (the “Special Rules”) shall apply where the amount of the dispute is lower than 50,000 lei or if the parties agree so.
- (2) For the purpose of determining the value of the claim as per para.(1) the interest, arbitration costs and other ancillary income shall not be taken into consideration.
- (3) After receipt of the answer as provided in Article 14 of the Rules or after the expiry of the period provided by the Rules for submitting the answer, the Secretariat shall inform the parties that the arbitration shall be conducted on the basis of these Special Rules.
- (4) The Board of the Court may at any time during the arbitration, by its own motion or upon a request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Special Rules shall no longer apply to the case. The arbitral tribunal shall remain in place, unless otherwise decided by the Board of the Court.

#### **Art.2 Constitution of the Arbitral Tribunal**

- (1) In the cases indicated in Article (1), unless otherwise expressly agreed by the parties, the arbitral tribunal shall consist of a sole arbitrator.
- (2) The parties shall nominate the arbitrator within a time limit to be communicated by the Secretariat. In the absence of such nomination, the arbitrator shall be appointed by the President of the Court within the shortest possible time.

#### **Art.3 Arbitration Proceedings**

- (1) After the arbitral tribunal has been constituted, no party shall amend or make new claims unless it has been authorized by the arbitral tribunal to do so, which shall consider the nature of such new claims, the stage of the arbitration, the harm caused to the other party by delaying the proceedings, as well as any other relevant circumstances.
- (2) The case management conference referred to by Article 31 of the Arbitration Rules of the Court of Arbitration shall take place no later than 15 days from the constitution of the arbitral tribunal. The President of the Court may extend this

period at the substantiated request of the arbitral tribunal or by its own motion, if it decides it is necessary to do so.

- (3) The arbitral tribunal shall have the discretion to adopt the procedure that it considers appropriate. The tribunal shall not allow the evidence which would incur expenses that are disproportionate to the claims in the request for arbitration or the counterclaim. After consultation with the parties, the arbitral tribunal may decide that the arbitration shall be decided solely on the basis of the documentary evidence filed.
- (4) The hearings may be conducted by videoconference, telephone or by any similar means of communication.
- (5) The communication of the written instruments by the parties and the arbitral tribunal is carried out by e-mail only, unless otherwise specified by the arbitral tribunal.

#### **Art.4 Award**

The award shall be issued within no later than 3 months from the first hearing date. The President of the Court may extend this period upon a reasoned request by the arbitral tribunal or by its own motion, where it considers it necessary.

#### **Art.5 General Rules**

These Special Rules are supplemented by the provisions of the Arbitration Rules of the Court of Arbitration.

#### **Art.6 Application in Time**

Unless otherwise agreed by the parties, these Special Rules shall apply to disputes contemplated by arbitration agreements concluded after their entry into force.