RUSSIAN FEDERATION
LAW
ON INTERNATIONAL COMMERCIAL ARBITRATION

The Law No 5338-1
In force since July 7, 1993
As amended on December 3, 2008; December 29, 2015

This Law proceeds from the importance of arbitration (arbitral proceedings) as a widely applied method of resolving disputes, including disputes arising in the sphere of international trade, and from the need for comprehensive, unified legislative regulation of arbitration-related matters;

takes into account provisions on arbitration contained in international agreements to which the Russian Federation is party, and in the Model law “On International Commercial Arbitration” approved in 1985 by the United Nations Commission on International Trade Law (UNCITRAL), with changes adopted in 2006.

SECTION I. GENERAL PROVISIONS

Article 1. Scope of application

1. This Law applies to international commercial arbitration, if the place of arbitration is in the territory of the Russian Federation. However, provisions of Articles 8, 9, 35 and 36 apply also where the place of arbitration is abroad.

2. Matters which are not regulated by this Law – including matters in connection with the establishment and operation of permanent arbitration institutions in the territory of the Russian Federation that administer international commercial arbitration; with the safe-keeping of case materials and with the entering of changes into official registers in the Russian Federation based on arbitration awards (arbitration decisions); with the interrelationship between mediation and arbitration; as well as with requirements for arbitrators and with the liability of arbitrators and permanent arbitration institutions within the sphere of international commercial arbitration when the place of arbitration is located in the territory of the Russian Federation – shall be regulated in accordance with Federal Law "On Arbitration (Arbitral Proceedings) in the Russian Federation."

3. The parties may agree to refer to international commercial arbitration the disputes between the parties arising out of civil law relationships in the course of carrying out foreign trade and other types of international economic relations, if the place of business of at least one of the parties is abroad, or any place where a substantial part of the obligations out of the relationship of the parties is to be performed or the place with which the subject-matter of the dispute is most closely connected are located abroad, as well as disputes arisen in connection with making foreign investments in the territory of the Russian Federation or Russian investments abroad.

4. For the purposes of clause 3 of this article:

   if a party has more than one place of business, the place of business is that which of most relevance to the arbitration agreement;

   if a party does not have a place of business, reference is to be made to his permanent residence.

5. If provided for in international agreements of the Russian Federation and federal law, disputes not covered by this article, involving a foreign investor in connection with making foreign investments in the territory of the Russian Federation and Russian investments abroad may be referred to international commercial arbitration.

6. Federal laws may place restrictions on the referral of certain categories of disputes to arbitration, or may envisage the referral of the disputes to arbitration only in accordance with other provisions besides the ones contained in this Law.

Article 2. Definitions and rules of interpretation

For the purposes of this Law:

"arbitration" means a process of resolving a dispute by an arbitral tribunal, and the arbitral tribunal's rendering of an arbitral award (arbitral proceedings) regardless of whether or not it is administered by a permanent arbitral institution, including International Commercial Arbitration Court or Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation (Enclosures I and II to this Law) or not;

"arbitral tribunal" means a sole arbitrator or a panel of arbitrators (arbitration judges);

"court" means a relevant organ of the judicial system of a state;

"competent court" means a competent court of the Russian Federation, defined in accordance with the procedural legislation of the Russian Federation;

where a provision of this Law, except article 28, leaves the parties free to determine a certain issue, such freedom includes the right of the parties to authorize a third party, including a permanent arbitration institution, to make that determination;

where a provision of this Law refers to the fact that the parties have agreed or that they may agree or in any other way refers to an agreement of the parties, such agreement includes any arbitration rules specified in that agreement;

where a provision of this Law, other than in the first paragraph of Article 25 and Article 32(2), refers to a claim, it also applies to a counter-claim, and where it refers to a defence, it also applies to a defence to such counter-claim .

Article 3. Receipt of written communications

1. Unless otherwise agreed by the parties:

   any written communication is deemed to have been received if it is delivered to the addressee personally or if it is delivered at his place of business, permanent residence or mailing address; if none of these can be found after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the addressee at his last known place of business, permanent residence or mailing address by registered letter or any other means which provides a record of the attempt to deliver it;

   the communication is deemed to have been received on the day the record is made of an attempt to deliver it.

2. The provisions of this article do not apply to communications in court proceedings.

Article 4. Waiver of right to object

If a party who knows that any provision of this Law from which the parties may derogate or any requirement under the arbitration agreement has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compli-

ance without undue delay or, if a time-limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.

Article 5. Extent of court intervention

In matters governed by this Law, no court shall intervene except where so provided in this Law.

Article 6. Authorities for certain functions of arbitration assistance and supervision

The functions referred to in articles 11(3), 11(4), 13(3), article 14, article 16(3) and 34(2) shall be performed by the competent court except where this Law stipulates otherwise.

SECTION II. ARBITRATION AGREEMENT

Article 7. Definition, form and interpretation of arbitration agreement

1. "Arbitration agreement" is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship or a part thereof, regardless of whether or not the legal relationship is of a contractual nature. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.
2. The arbitration agreement shall be in writing.
3. The provision in clause 2 of this article is deemed complied with, if an arbitration agreement is concluded in a form that allows the recording of information contained in it or the access to such information for subsequent use.
4. An arbitration agreement shall be deemed concluded in the written form of an electronic message, if the information contained in it is accessible for subsequent use and if the arbitration agreement has been concluded in compliance with the provisions of law applicable to the contracts concluded by means of the exchange of documents by using electronic means.
5. An arbitration agreement shall be deemed concluded in written form if it is concluded via an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by another.
6. The reference in a contract to a document containing an arbitration clause represents an arbitration agreement concluded in written form, provided that the specified reference is such as to make that clause part of the contract.
7. An arbitration agreement may be concluded via inclusion in the rules of an organized bidding or clearing rules, which were registered in accordance with the legislation of

the Russian Federation. Such an arbitration agreement is an arbitration agreement of the participants of organized bidding, the parties to an agreement concluded in the course of organized bidding in accordance with the rules of organized bidding, or of participants of clearing.

8. An arbitration agreement for the referral to arbitration of all or part of the corporate disputes of participants of a legal entity created in the Russian Federation and the legal entity itself, for whose resolution apply the rules of resolving corporate disputes in accordance with the Federal Law "On Arbitration (Arbitral Proceedings) in the Russian Federation", may be concluded via inclusion in the charter of the legal entity. The charter containing such an arbitration agreement, and changes to the charter, providing for such an arbitration agreement and for changes to it, are approved by the highest governing body (the participants' meeting) of the legal entity, unanimously by all participants in such legal entity. An arbitration agreement concluded in accordance with the procedure set forth in this clause shall extend to disputes of participants of the legal entity and the legal entity itself, involving another person only if this other person directly expressed its intend to be bound by the specified arbitration agreement. The arbitration agreement may not be concluded via its inclusion in the charter of a joint stock company that has one thousand or more shareholders with voting shares, or in the charter of a public joint stock company.

9. In interpreting an arbitration agreement, all doubts must be interpreted in favor of the agreement's validity and enforceability.

10. If the parties have not agreed otherwise, an arbitration agreement covering a dispute arising from a contract or in connection therewith shall extend to any and all transactions between the parties to the arbitration agreement that are aimed at the performance, amending or termination of said contract.

11. In the event of a change of an entity in a creditor-debtor relationship, with regard to which an arbitration agreement was concluded, the arbitration agreement shall be valid with regard to the new creditor as with regard to the original one, and with regard to the new debtor as with regard to the original one.

12. An arbitration agreement contained in a contract also extends to any dispute in connection with the conclusion of said contract, its entry into force, amendment, termination, and/or validity, and also in connection with the parties' return of that which was performed under a contract recognized as invalid or not concluded, if it does not follow otherwise from the arbitration agreement itself.

13. The arbitration rules to which the arbitration agreement refers shall be deemed an inseparable part of the arbitration agreement. Terms which in accordance with this Law may be set forth only by the direct agreement of the parties, shall not be deemed an inseparable part of the arbitration agreement if they are included in the arbitration rules but there is no direct agreement about them between the parties.

Article 8. Arbitration agreement and filing a substantive claim before court

1. A court before which an action is brought in a matter which is the subject of an arbitration agreement shall, if a party so requests not later than when submitting his first statement on the substance of the dispute, terminate the proceedings and refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed.
2. Where an action referred to in clause 1 of this article has been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before the court.

Article 9. Arbitration agreement and interim measures by court

It is not incompatible with an arbitration agreement for a party to request, before or during arbitral proceedings, from a court an interim measure of protection and for a court to issue a ruling on granting such measure.

SECTION III. COMPOSITION OF ARBITRAL TRIBUNAL

Article 10. Number of arbitrators

1. The parties are free to determine the number of arbitrators, that said, if not otherwise indicated in the law, there must be an odd number of arbitrators.
2. Failing such determination by the parties, the number of arbitrators shall be three.

Article 11. Appointment of arbitrators

1. No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties. The parties are entitled to agree that arbitrators are to meet additional requirements, including requirements to their qualification, or that a dispute be resolved by a particular arbitrator or particular arbitrators.
2. The parties are free to agree on a procedure of selecting (appointing) the arbitrator or arbitrators, subject to the provisions of clauses 4 and 5 of this article.
3. Failing the agreement provided for in clause 2 of this article:
   1) in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within thirty (30) days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within thirty (30) days of their appointment, the appointment shall be made, upon request of a party, by the competent court;

2) in an arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator, he shall be appointed, upon request of a party, by the competent court.

4. Any party may request the competent court to take the necessary measures, taking into account of the selection (appointment) procedure agreed upon by the parties, as long as the agreement on such selection (appointment) procedure does not provide other means for securing the appointment, in the event where under the selection (appointment) procedure agreed upon by the parties:

   a party fails to act as required under such procedure, or

   the parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure, or

   a third party, including a permanent arbitration institution, fails to perform any function entrusted to it under such procedure.

5. If an arbitration agreement of the parties provides for administration of a dispute by a permanent arbitration institution, the parties may by their direct agreement exclude the possibility of resolving this matter by a court (if the parties by their direct agreement have excluded such possibility, in cases specified in second to fourth paragraphs of clause 4 of this article the arbitration terminates and the dispute may be referred for resolution to a competent court.)

6. In appointing an arbitrator the competent court shall have due regard to any requirements to arbitrator stipulated by the agreement of the parties and any considerations which could assist in the appointment of an independent and impartial arbitrator.

Article 12. Grounds for challenge of an arbitrator

1. When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose in writing any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose the emergence of any such circumstances to the parties unless they have already been informed of them by him.

2. An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not meet the requirements imposed by the law or the agreement of the parties. A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

Article 13. Procedure for challenge of an arbitrator

1. The parties are free to agree on a procedure for challenging an arbitrator, subject to the provisions of clause (3) of this article.

2. Failing such agreement, a party who intends to challenge an arbitrator shall, within fifteen (15) days after becoming aware of the constitution of the arbitral tribunal or after becoming aware of any circumstance referred to in article 12(2), send a written statement of the reasons for the challenge to the arbitral tribunal. Unless the challenged arbitrator withdraws from his office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.

3. If a challenge of an arbitrator under any procedure agreed upon by the parties or under the procedure of clause (2) of this article is not successful, the challenging party may file an application, within one month after the date of receiving notice of the decision rejecting the challenge, with the competent court for granting the challenge. If an arbitration agreement of the parties provides for administration of a dispute by a permanent arbitration institution, the parties may by their express agreement exclude the possibility of resolving this matter by a court. Filing the above application with the court does not prevent the arbitral tribunal, including the challenged arbitrator, from continuing the arbitral proceedings and making an award.

Article 14. Termination of authority of an arbitrator

1. If an arbitrator becomes de jure or de facto unable to participate in resolution of the dispute or fails to participate in the resolution of the dispute for an unreasonably long period, his authority terminates if he withdraws from his office or if the parties agree on the termination of such authority. Otherwise, if an arbitrator fails to withdraw from his office or the parties fail to agree on the termination of an arbitrator's authority upon any of these grounds, any party may file an application with the competent court for resolving the matter on termination of an arbitrator's authority. If an arbitration agreement of the parties provides for administration of a dispute by a permanent arbitration institution, the parties may by their express agreement exclude this possibility or agree on another procedure for termination of authority and replacement of an arbitrator. .

2. If, under this article or article 13(2), an arbitrator withdraws from his office or a party agrees to the termination of the authority of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this article or article 12(2).

Article 15. Replacement of an arbitrator

Where the authority of an arbitrator terminates under article 13 or 14 or because of his withdrawal from office for any other reason or because of the revocation of his authority by agreement of the parties or in any other case of termination of his authority, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced .

SECTION IV. JURISDICTION OF ARBITRAL TRIBUNAL

Article 16. The right of the arbitral tribunal to rule on its jurisdiction

1. The arbitral tribunal may rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. An arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. Issuing an arbitral award on the invalidity of the contract shall not of itself entail the invalidity of the arbitration agreement.

2. A plea that the arbitral tribunal does not have jurisdiction shall be raised by the relevant party to arbitration not later than when making its first submission on the merits of the dispute. A party is not precluded from raising such a plea by the fact that he has selected (appointed), or participated in the selection (appointment) of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

3. The arbitral tribunal may rule on a plea referred to in clause (2) of this article either as a preliminary question or in an award on the merits. If the arbitral tribunal rules as a preliminary question that it has jurisdiction, any party may file, within one month after the date of receiving the notice of that order, an application with the competent court to rule that the arbitral tribunal lacks jurisdiction. If an arbitration agreement of the parties provides for administration of a dispute by a permanent arbitration institution, the parties may by their direct agreement exclude this possibility. The filing with the court of an application to rule on the arbitral tribunal's lack of jurisdiction does not prevent the arbitral tribunal from continuing the arbitration and making an award.

Article 17. Power of arbitral tribunal to order interim measures

1. Unless otherwise agreed by the parties, the arbitral tribunal may, upon an application, order any party to take such interim measure of protection as the arbitral tribunal may consider necessary. The arbitral tribunal may require any party to provide appropriate security in connection with such measure. The orders and other procedural acts of the arbitral tribunal on taking of interim measures are binding on the parties.

2. By agreement of the parties, it may also be stipulated (including by reference to the arbitration rules) that before the constitution of the arbitral tribunal, a permanent arbitration institution is entitled to order that a party take such interim measures as it [institution] deems necessary. For such interim measures, clause 1 of this article should apply in full, as if said measures were ordered by the arbitral tribunal.

SECTION V. CONDUCT OF ARBITRAL PROCEEDINGS

Article 18. Equal treatment of parties

The parties shall be treated with equality and each party shall be given a full opportunity of presenting his case.

Article 19. Determination of rules of procedure

1. Subject to the provisions of this Law and Federal Law "On Arbitration (Arbitral Proceedings) in the Russian Federation" (in the part that applies to international commercial arbitration), the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the arbitration.
2. Failing such agreement, the arbitral tribunal may, subject to the provisions of this Law, conduct the arbitration in such manner as it considers appropriate, including with regard to determining the admissibility, relevance and weight of any evidence.

Article 20. Place of arbitration

1. The parties are free to agree on the place of arbitration or the procedure of its determination (including by reference to arbitration rules). Failing such agreement, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties.
2. Notwithstanding the provisions of clause 1 of this article, the arbitral tribunal may, unless otherwise agreed by the parties, meet at other place it considers appropriate for deliberations among arbitrators, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents.

Article 21. Commencement of arbitration

Unless otherwise agreed by the parties, the arbitration in respect of a particular dispute [ad hoc] is deemed commenced on the date on which a statement of claim is received by the respondent.

Article 22. Language

1. The parties are free to agree on the language or languages to be used in the course of arbitral proceedings. Failing such agreement, the arbitral tribunal shall determine the language or languages to be used in the proceedings. This agreement or determination, unless otherwise specified therein, shall apply to any written statement by a party, any hearing and any award, decision or other communication by the arbitral tribunal.
2. The arbitral tribunal may order that any written evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

Article 23. Statements of claim and defence

1. Within the period of time agreed by the parties or determined by the arbitral tribunal, the claimant shall state the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall state his defence in respect of these particulars, unless the parties have otherwise agreed as to the required content of such statements. The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.

2. Unless otherwise agreed by the parties, either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it.

Article 24. Hearings and written proceedings

1. Subject to any contrary agreement by the parties, the arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearings shall be held, the arbitral tribunal shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party.

2. The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purposes of inspection of goods, other property or documents.

3. All statements, documents or other information supplied to the arbitral tribunal by one party shall be communicated to the other party. Also any expert report or document of evidentiary value on which the arbitral tribunal may rely in making its decision shall be communicated to the parties.

Article 25. Default of a party

Unless otherwise agreed by the parties, if, without showing sufficient cause,

the claimant fails to communicate his statement of claim in accordance with article 23(1), the arbitral tribunal shall terminate the proceedings;

the respondent fails to communicate his statement of defence in accordance with article 23(1), the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations;

any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the award on the evidence before it.

Article 26. Expert appointed by arbitral tribunal

1. Unless otherwise agreed by the parties, the arbitral tribunal may

   appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal;
   require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.

2. Unless otherwise agreed by the parties, if a party so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.

Article 27. Court assistance in taking evidence

The arbitral tribunal in proceedings administered by a permanent arbitration institution or a party with the approval of such arbitral tribunal may request from a competent court of the Russian Federation assistance in taking evidence. The competent court may execute the request in accordance with the procedure stipulated in procedural legislation of the Russian Federation.

SECTION VI. MAKING OF AWARD AND TERMINATION OF PROCEEDINGS

Article 28. Rules applicable to substance of dispute

1. The arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of any state shall be construed as directly referring to the substantive law of that State and not to its conflict of laws rules.

2. Failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

Article 29. Decision making by panel of arbitrators

In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made, unless otherwise agreed by the parties, by a majority of arbitrators. However, questions of procedure may be decided by a presiding arbitrator, if so authorized by the parties or all the other arbitrators.

Article 30. Settlement

1. If, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.

2. An award on agreed terms shall be made in accordance with the provisions of article 31 and shall state that it is an award. Such an award has the same effect and is enforceable as any other award on the merits of the case.

Article 31. Form and contents of award

1. The award shall be made in writing and shall be signed by the sole arbitrator or arbitrators. In arbitral proceedings with a panel of arbitrators, the signatures of the majority of members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.

2. The award shall state the reasons upon which it is based, conclusions on granting or dismissing the claims, the amount of arbitration fee and costs of the case, their allocation between the parties

3. The award shall state its date and the place of arbitration as determined in accordance with article 20(1). The award shall be deemed to have been made at that place.

4. After the award is made, its original signed by the arbitrators in accordance with clause 1 of this article shall be delivered to each party.

Article 32. Termination of proceedings

1. The arbitration is terminated by the award or by an order of the arbitral tribunal issued in accordance with clause 2 of this article; it is also terminated automatically in cases provided for in clauses 3 and 4 of article 11. .

2. The arbitral tribunal shall issue an order for the termination of the arbitral proceedings when:

   the claimant withdraws his claim, unless the respondent objects thereto and the arbitral tribunal recognizes a legitimate interest on his part in obtaining a final settlement of the dispute;

   the parties agree on the termination of the proceedings;

   the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

3. The mandate of the arbitral tribunal terminates with the termination of the arbitral proceedings, without prejudice, however to provisions of articles 33 and 34(4).

4. After the order on termination of proceedings is issued, its original signed by the arbitrators in accordance with clause 1 of article 31 shall be delivered to each party.

Article 33. Correction and interpretation of award; additional award

1. Within thirty (30) days of receipt of the award, unless another period of time has been agreed upon by the parties:

   a party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of similar nature;

   if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.

   If the arbitral tribunal considers the request to be justified, it shall make the correction or give the interpretation within thirty (30) days of receipt of the request. The interpretation shall form part of the award.

2. The arbitral tribunal may correct any error of the type referred to in second paragraph of clause (1) of this article on its own initiative within thirty (30) days of the date of the award.

3. Unless otherwise agreed by the parties, a party, with notice to the other party, may request, within thirty (30) days of receipt of the award, the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award. If the arbitral tribunal considers the request to be justified, it shall make the additional award within sixty (60) days.

4. The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, interpretation or an additional award under clauses (1) or (3) of this article.If a competent court considering an application to set aside the award in accordance with the procedure envisaged by Article 34, suspends the setting aside proceedings with the aim that the arbitral tribunal resumes the arbitration and eliminates the grounds for the setting aside of the award, an arbitral tribunal may resume the arbitration upon a motion by either party submitted during the period of suspension of the setting aside proceedings.

5. The provisions of article 31 shall apply to a correction or interpretation of the award or to an additional award, as well as to the award issued in accordance with the procedure envisaged by clause 5 of this article. .

SECTION VII. RECOURSE AGAINST AWARD

Article 34. Application for setting aside as exclusive recourse against arbitral award

1. Recourse to a court against an arbitral award may be made only by an application for setting aside in accordance with clauses (2) and (3) of this article. If an arbitration agreement of the parties provides for administration of a dispute by a permanent arbitration institution, the parties may by their direct agreement stipulate that the award is final. The final award is not subject to setting aside. If the arbitration agreement does not stipulate that the award is final, such award may be set aside by the court on grounds specified in clause 2 of this article, at that, such award may be set aside upon grounds stipulated in sub-clause 2 of clause 2 of this article also in case the party that has filed a setting an application for setting aside of an arbitral award does not invoke said grounds.

2. An arbitral award may be set aside by the competent court only if:

   1) the party making the setting-aside application furnishes proof that:

      a party to the arbitration agreement referred to in article 7 was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the Russian Federation; or

      the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, including of the time and place of the hearing by the arbitral tribunal or was for other valid reasons unable to present his case; or

      the arbitral award deals with a dispute not contemplated by or not falling within the terms of the arbitration agreement, or contains decisions on matters beyond the scope of the arbitration agreement, provided that, if the decisions on matters covered by the arbitration agreement can be separated from those not so covered, only that part of the award which contains decisions on matters not covered by the arbitration agreement may be set aside; or

      the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or the federal law; or

   2) the competent court finds that:

      the subject-matter of the dispute is not capable of settlement by arbitration in accordance with the federal law; or

      the award is in conflict with the public policy of the Russian Federation .

3. An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the challenged award or, if a request had been made under article 33, from the date on which that request had been disposed of by the arbitral tribunal.

4. The court, when asked to set aside an award upon grounds envisaged by sub-clause 1 of clause 2 of this article, may, where appropriate and so requested by one of the parties, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will enable to eliminate the grounds for setting aside.

CHAPTER VIII. RECOGNITION AND ENFORCEMENT OF AWARDS

Article 35. Recognition and enforcement of award

1. An arbitral award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of article 35 and 36 as well as the provisions of the procedural legislation of the Russian Federation.
2. The party relying on an award or applying for its enforcement shall supply the duly authenticated copy of the arbitral award signed by arbitrators as well as documents confirming the conclusion of the arbitration agreement. If the award or agreement are made in a foreign language, the party shall supply a duly certified translation thereof into Russian.
3. If an arbitral award is issued outside the Russian Federation that does not require enforcement, the party against which said award was issued has the right to file objections against the recognition of said award in the Russian Federation on the grounds and according to the procedure set forth in the procedural legislation of the Russian Federation.

Article 36. Grounds for refusing recognition or enforcement

1. Recognition or enforcement of an arbitral award, irrespective of the country in which it was made, may be refused in one of the following cases:

   1) at the request of the party against whom it is invoked, if that party furnishes to the competent court where recognition or enforcement is sought proof that:

      the award was issued based on the arbitration agreement referred to in article 7 and one of the parties thereto was under some incapacity; or

      arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or

      the party against whom the award is made was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, including of the time and

place of the hearing by the arbitral tribunal or was for other valid reasons unable to present his case; or

the award deals with a dispute not contemplated by or not falling within the terms of the arbitration agreement, or it contains decisions on matters beyond the scope of the arbitration agreement. If the decisions on matters covered by arbitration agreement can be separated from those not so covered, that part of the award which contains decisions on matters covered by the arbitration agreement may be recognized and enforced; or

the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or the law of the country where the arbitration took place; or

the award made in the territory of a foreign state has not yet become binding on the parties or has been set aside or suspended by a competent authority of the country in which it was made, or of the country, the law of which is applicable; or

2) if the competent court finds that:

the subject-matter of the dispute is not capable of settlement by arbitration in accordance with federal law; or

the recognition or enforcement of the award would be contrary to the public policy of the Russian Federation.

2. If an application for setting aside or suspension of an arbitral award has been made to a court referred to in the seventh paragraph of sub-clause I, clause 1 of this article, the competent court where recognition or enforcement of the arbitral award is sought may, if it considers it proper, adjourn its decision and may also, on the application of the party claiming recognition or enforcement of the arbitral award, order the other party to provide appropriate security.

3. The enforcement of an arbitration decision via issuing a writ of execution may be refused on grounds set forth in sub-clause 2, clause 2 of this article, and also in the event that the party against which the award was made does not refer to the specified grounds.

ANNEX I

THE STATUTE OF THE INTERNATIONAL COMMERCIAL ARBITRATION COURT AT THE RUSSIAN CHAMBER OF COMMERCE*

* translation is omitted

ANNEX II

THE STATUTE OF THE MARITIME ARBITRATION COMMISSION AT THE RUSSIAN CHAMBER OF COMMERCE*

* translation is omitted