

VIAC Rules
International Arbitral Centre of the Austrian Federal Economic Chamber VIAC
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Arbitration Rules
Austria

**Rules of Arbitration of the International Arbitral Centre of the Austrian Federal
Economic Chamber**

Adopted by the General Assembly of the Austrian Federal Economic Chamber on
Adopted by the General Assembly of the Austrian Federal Economic Chamber on 30 November 2000
, with effect from
Adopted by the General Assembly of the Austrian Federal Economic Chamber on , with effect from 1 January
2001

Rules of arbitration*)

*) Translation from the German original, which is the authentic text.

General provisions

The Institution
Article 1

1. The International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (the Vienna International Arbitral Centre - "the Centre") shall make arrangements for the settlement by arbitration of disputes in which not all contracting parties that concluded the arbitration agreement had their place of business or their normal residence in Austria at the time of conclusion of that agreement. The jurisdiction of the Centre can also be agreed by parties whose place of business or normal residence is in Austria for the settlement of disputes of an international character.

2. If the parties have agreed to the jurisdiction of the Centre, these arbitration rules ("Vienna Rules") shall thereby apply in the version valid at the time of commencement of the proceedings.

3. If parties which had their place of business or normal residence in Austria at the time of conclusion of the arbitration agreement have agreed that their disputes should be finally settled by a sole arbitrator or an arbitral tribunal to be appointed according to the Vienna Rules, and if the dispute is not international in character, the Permanent Arbitral Tribunal of the Vienna Economic Chamber, or, if another venue in Austria has been agreed, of the regional economic chamber in whose territorial jurisdiction the agreed venue is situated, shall be competent to make arrangements for settlement by arbitration. The latter tribunal shall conduct the proceedings in accordance with the rules of arbitration for the Permanent Arbitral Tribunals of the regional economic chambers.

Organization
Article 2

Arbitration proceedings shall be conducted at the seat of the Centre in Vienna. Nevertheless, the parties can agree that the proceedings be conducted elsewhere.

The Board
Article 3

1. The Board of the Centre shall have at least five members. They shall be appointed for a period of office of five years by the Board of the Austrian Federal Economic Chamber and can be reappointed. If there is no new appointment by the time of the expiration of a period of office, the members of the Board shall remain in office

until a new Board is appointed. If a member of the Board is permanently incapacitated during his period of office (for instance, by resignation or death), a substitute member can be appointed for the remainder of the period of office of the serving Board.

2. The members of the Board shall elect one of their number to act as Chairman for the duration of their term of office.

3. The meetings of the Board are presided over by the Chairman, or in his absence, by the most senior member present. The Board can validly take decisions if more than half of its members are present. It shall take decisions by a simple majority of the members present. In the event of a tie in voting, the Chairman shall have a casting vote.

4. Decisions may be made by correspondence. The Board shall determine the relevant rules.

5. Members of the Board who are parties to particular arbitration proceedings in any capacity whatsoever shall be excluded from decisions pertaining to those proceedings.

6. The members of the Board must perform their duties to the best of their ability; they are independent and are not subject to any directives in that respect. They are bound to secrecy on all matters coming to their notice in the course of their duties.

The Secretary Article 4

1. The Secretary of the Centre shall be appointed by the Board of the Austrian Federal Economic Chamber for a period of office of five years at the proposal of the Board of the Arbitral Centre; he can be reappointed. The third sentence of Article 3 paragraph 1, shall apply by analogy.

2. The Secretary shall direct the activities of the Secretariat and shall perform the administrative tasks of the Centre insofar as they are not reserved to the Board of the Centre.

3. The Secretary must perform his duties to the best of his ability and is not subject to any directives in that respect. He is bound to secrecy on all matters coming to his notice in the course of his duties.

4. If the Secretary is unable to perform his duties or if he is permanently incapacitated, a member of the Board of the Centre, appointed by that Board, shall perform the relevant functions until a Secretary is appointed.

Languages of correspondence Article 4a

Correspondence by the Parties with the Board and the Secretary shall be conducted in German or English.

Arbitrators Article 5

1. The parties shall be free to appoint the arbitrators. Any person having legal capacity - irrespective of nationality - may be an arbitrator.

2. The Board of the Centre shall draw up a list of arbitrators every three years, to be valid for three calendar years in each case. Inclusion in the list of arbitrators shall not be a prerequisite for appointment as an arbitrator.

3. A member of the Board may act only as Chairman of an arbitral tribunal or sole arbitrator.
4. The arbitrators must perform their duties in complete independence and impartiality, to the best of their ability, and are not subject to any directives in that respect. They are bound to secrecy in respect of all matters coming to their notice in the course of their duties.
5. Liability of the arbitrators, the Secretary, the Board and its members and of the Austrian Federal Economic Chamber and its employees for any act or omission related to the arbitration proceedings, insofar as such liability may be admissible by law, shall be excluded.

Arbitral proceedings
Commencement of the Proceedings
Article 6

1. Arbitral proceedings are commenced when a statement of claims is filed with the Secretariat. The proceedings become pending on receipt of the statement of claims by the Secretariat.
2. One copy of the statement of claims together with enclosures must be submitted for each Defendant, each arbitrator and the Secretariat.
3. The statement of claims must include:
 - a) The designation of the parties and their addresses;
 - b) A specific statement of claims and the particulars and supporting documents on which the claims are based;
 - c) The amount in dispute at the time of submission of the statement of claims, unless the claims are not related exclusively to a specific sum of money;
 - d) Particulars regarding the number of arbitrators in accordance with Article 9;
 - e) If a decision by three arbitrators is requested, the nomination of an arbitrator and the address of that person.
4. A copy of the agreement specifying the jurisdiction of the Arbitral Centre must be attached to the statement of claims.
5. If the statement of claims does not comply with the provisions of paragraph 3 of the present Article or if copies of documents or enclosures are missing, the Secretary shall request the Claimant to remedy the defect or to submit the necessary documents or enclosures, setting a time-limit. If the defects are not remedied within the time-limit(s), the claim shall be deleted from the list of pending proceedings.
6. The Board can return the statement of claims to the Claimant as not suitable for further action if the parties have designated the International Arbitral Centre of the Austrian Federal Economic Chamber in the arbitration agreement but have made agreements that conflict with the Vienna Rules.

Memorandum in Reply
Article 7

1. If the claim is not to be dealt with under Article 6 paragraphs 5 and 6, the Secretary shall make service to the Defendant of the statement of claims and one copy each of the rules of arbitration and the list of arbitrators and shall invite the Defendant to submit a memorandum in reply within a period of thirty days, in the number of copies required under Article 6 paragraph 2.
2. The memorandum in reply must include:
 - a) A reply to the pleadings in the statement of claims;
 - b) Particulars regarding the number of arbitrators in accordance with Article 9;

c) Indication of the name and address of an arbitrator, if a decision by an arbitral tribunal is requested or if a decision by three arbitrators has been agreed upon in the arbitration agreement.

3. The Secretary shall transmit the files to the sole arbitrator (arbitral tribunal) as soon as: a statement of claims has been received in due form, the sole arbitrator (all members of the arbitral tribunal) has (have) confirmed acceptance of the mandate and his (their) objectivity, using a form issued by the Centre, and the deposit against costs has been paid (Article 23). The proceedings before the sole arbitrator (arbitral tribunal) shall thereby commence. The Secretary shall transmit to the parties a copy of the form on which the sole arbitrator (the members of the arbitral tribunal) has (have) confirmed his (their) objectivity.

Counterclaims Article 7a

1. Claims by the Defendant against the Claimant that are based on the same arbitration agreement can be raised as counter-claims up to the time of closure of the evidentiary proceedings.

2. Counter-claims must be submitted to the Secretariat of the Centre and must be forwarded by the latter to the sole arbitrator (arbitral tribunal) for further action after the deposit against costs has been paid.

3. If the claim designated as a counter-claim is not based on the same arbitration agreement, if the parties are not identical, or if the submission of a counter-claim after transmission of the files to the sole arbitrator (arbitral tribunal) would lead to a substantial delay in the main proceedings, the sole arbitrator (arbitral tribunal) must return the claim to the Secretariat to be dealt with in separate proceedings.

4. The sole arbitrator (arbitral tribunal) must give the Counter-defendant to an admissible counter-claim the opportunity to submit a memorandum in reply in writing and must set a time-limit for that purpose.

Time-limits, Service and Communications Article 8

1. A time-limit shall be deemed to have been observed if the document is dispatched as provided under paragraph 2 of the present Article on the last day of the period set. Time-limits can be prolonged by the Secretariat on sufficient grounds; after the transmission of the files to the sole arbitrator (arbitral tribunal), the sole arbitrator (arbitral tribunal) shall be competent to prolong time-limits (except in the cases covered by Article 23 paragraphs 5 and 6).

2. Communications shall be considered as having been validly served if they are forwarded by registered letter, courier service, or telefax to the address most recently notified in writing to the sole arbitrator (arbitral tribunal) by the addressee as the address for service, or if the document to be served has been demonstrably transmitted.

3. As soon as a party has appointed a representative, service to the most recently indicated address of that representative shall be considered as having been made to the party represented.

Nomination and Appointment of Arbitrators Article 9

1. The parties can agree that their dispute is to be decided either by a sole arbitrator or by an arbitral tribunal. Arbitral tribunals shall consist of three arbitrators.

2. When no such agreement has been made and the parties do not agree on the number of arbitrators, the Board shall determine whether the dispute is to be decided by a sole arbitrator or by an arbitral tribunal. In that context, the Board shall take into consideration in particular the difficulty of the case, the magnitude of the amount in dispute and the interest of the parties in a rapid and cost-effective decision.

3. The parties shall be notified of the decision of the Board pursuant to paragraph 2 of the present Article; in the event that proceedings before a sole arbitrator are decided upon, the parties shall be requested to agree on a sole arbitrator and to indicate that person's name and address within thirty days after service of the request. If no such indication is made within that period, the sole arbitrator shall be appointed by the Board.

4. If the dispute is to be decided by an arbitral tribunal, the party that has not yet nominated an arbitrator shall be requested to indicate the name and address of an arbitrator within thirty days after service of the request. If the Claimant has not appointed an arbitrator within that time-limit and does not expressly leave the appointment to the Board, the case must be deleted from the list of pending cases. However, if the Defendant fails to appoint an arbitrator within that time-limit, the arbitrator shall be appointed by the Board.

5. If the dispute is to be decided by an arbitral tribunal, the arbitrators nominated by the parties or appointed by the Board shall be requested to agree on a Chairman and to indicate his name and address within thirty days after service of the request. If no such indication is made within that period, the Chairman shall be appointed by the Board.

6. The parties are bound by their nomination of arbitrators as soon as the identity of the arbitrator nominated has been made known to the other party.

Multiparty Proceedings Article 10

1. A claim against two or more Defendants shall be admissible only if the Centre has jurisdiction for all of the Defendants, and, in the case of proceedings before an arbitral tribunal, if all Claimants have nominated the same arbitrator, and:

- a) If the applicable law positively provides that the claim is to be directed against several persons; or
- b) If all parties are bound by the same arbitration agreement; or
- c) If the admissibility of multiparty proceedings has been agreed upon; or
- d) If all Defendants submit to multiparty proceedings and, in the case of proceedings before an arbitral tribunal, all Defendants nominate the same arbitrator; or
- e) If one or more of the Defendants on whom the claim was served fails or fail to provide the particulars mentioned in Article 7 paragraph 2, b) and c) within the thirty-day time-limit (Article 7 paragraph 1).

2. Where a claim against a number of Defendants cannot be served on all Defendants, the proceedings shall be continued against those Defendants on whom the claim was served only if the Claimant declares within a period set by the Secretary that he withdraws the claim against those Defendants on whom the claim could not be served. If no such declaration is made within the period set by the Secretary or if a claim cannot be served within one year of filing the claim, the claim must be deleted from the list of pending cases.

3. If an agreement exists concerning the admissibility of multiparty proceedings, the Defendants must agree among themselves whether they wish to have the dispute decided by one arbitrator or by three arbitrators, and, if a decision by three arbitrators is desired, must jointly nominate an arbitrator.

4. In the case covered by paragraph 3 of the present Article, if there is no agreement among the Defendants concerning the number of arbitrators, the Defendants shall be requested by the Secretary to provide evidence of such agreement within thirty days after service of the request.

5. If no evidence of agreement on the number of arbitrators is presented within the period mentioned in paragraph 4 of the present article, the Board shall determine whether the dispute is to be decided by one arbitrator or by an arbitral tribunal.

6. If the Defendants have agreed that the dispute is to be decided by an arbitral tribunal, but without nominating an arbitrator, they shall be requested by the Secretary to indicate the name and address of an arbitrator within thirty days after service of the request.

7. If no arbitrator is jointly nominated within the period mentioned in paragraph 6 of the present Article and if the dispute is to be decided by an arbitral tribunal, the Board shall appoint the arbitrator for the defaulting Defendants.

8. In cases other than those mentioned in paragraph 1 of the present Article, the consolidation of two or more disputes shall be admissible only if the same arbitrators have been appointed in all the disputes that are to be consolidated and if all parties and the sole arbitrator (arbitral tribunal) agree.

Challenge of Arbitrators Article 11

1. An arbitrator may be challenged if there are sufficient grounds for doubting his independence or impartiality.

2. If a party challenges an arbitrator, it must inform the Secretary thereof, stating the grounds for the challenge.

3. A challenge is inadmissible if the party making the challenge has taken part in the proceedings notwithstanding the knowledge which it already had or ought to have had of the grounds of challenge relied upon, or if the party making the challenge notified the grounds of challenge with undue delay.

4. The Board shall decide upon the challenge on the basis of the particulars in the challenging motion and the evidence attached thereto. Before the Board makes its decision, the Secretary must obtain the comments of the arbitrator challenged. The Board can also request comments from other persons.

5. An arbitrator challenged must continue the proceedings, notwithstanding the challenging motion, until the time of service of the Board's decision regarding the challenging motion. However, an award may not be rendered until after the Board has made its decision.

Termination of the Mandate of Arbitrators Article 12

Any party may request the termination of the mandate of an arbitrator if the latter's incapacitation is not merely temporary, if he otherwise fails to perform his duties or unduly delays the proceedings. The request must be submitted to the Secretariat. The Board shall decide upon the request after hearing the arbitrator in question. If it is clear that incapacitation is not merely temporary, the Board may terminate the arbitrator's mandate even without a request from a party.

Consequences of Challenge or Termination of Mandate Article 13

1. If the challenge of an arbitrator has been allowed, if his mandate has been terminated, if he has resigned his mandate or has died, then,

a) If that arbitrator is a sole arbitrator, the parties - or,

b) If that arbitrator is the Chairman, the remaining arbitrators - or

c) If that arbitrator has been nominated by a party or has been appointed for a party, the party that nominated him or for which he was appointed shall be requested to nominate a new arbitrator within thirty days - by mutual consent in the cases covered by subparagraphs a) and b) of the present paragraph - and to indicate his name and address. If no such indication is received within that period, the new arbitrator shall be appointed by the Board. If a new arbitrator nominated has also been successfully challenged, the right to nominate a new arbitrator shall lapse and the new arbitrator shall be appointed by the Board.

2. If the challenge of an arbitrator has been allowed, if his mandate has been terminated, if he has resigned his mandate or has died, the new sole arbitrator (newly constituted arbitral tribunal) shall determine, after obtaining the comments of the parties, whether and, if so, to what extent, previous procedural stages are to be repeated.

Conduct of the Proceedings Article 14

1. In the context of the Vienna Rules and the agreements between the parties, the sole arbitrator (arbitral tribunal) may conduct the arbitration proceedings at his (its) absolute discretion; the principle of equal treatment of the parties shall apply, the right to be heard being ensured at every stage of the proceedings. However, subject to advance notice, the sole arbitrator (arbitral tribunal) is entitled to declare that pleadings and the presentation of documentary evidence shall be admissible only up to a certain stage of the proceedings.

2. Immediately after transmission of the files to the sole arbitrator (arbitral tribunal), the latter shall determine the language or languages of the proceedings, taking into consideration all circumstances, in particular, the language of the contract. In such matters, he (it) is bound by any agreement between the parties. The sole arbitrator (arbitral tribunal) can order that an appropriate translation be submitted of all documents that are not drafted in that language (those languages).

3. The proceedings may be oral or only in writing. Oral proceedings shall take place at the request of one party or if the sole arbitrator (arbitral tribunal) to whom (which) the case has been referred considers it necessary. In any case, the parties must be given the opportunity to take note of, and comment on, the motions and pleadings of the other parties and the result of the evidentiary proceedings.

4. The date of oral hearings shall be fixed by the sole arbitrator or the Chairman of the arbitral tribunal. Hearings shall be private. A record of at least the results of the hearings shall be made, which the arbitrator or the Chairman of the arbitral tribunal shall sign.

5. If the sole arbitrator (arbitral tribunal) considers it necessary, he (it) may on his (its) own initiative collect evidence, and in particular may question parties or witnesses, may request the parties to submit documents and visual evidence and may call in experts. If costs are incurred through the evidentiary proceedings and in particular through the appointment of experts, the procedure under Article 23 shall be followed.

6. If one party does not take part in the proceedings, the case must be heard with the other party alone.

7. If a violation by the sole arbitrator (arbitral tribunal) of a provision of these arbitration rules or of other provisions applicable to the proceedings comes to the notice of a party, that party must immediately enter an objection.

8. The sole arbitrator (arbitral tribunal) must ask the parties whether they have any further proof to offer, witnesses to be heard or submissions to make. As soon as the sole arbitrator (arbitral tribunal) is convinced that the parties have had an adequate opportunity for such purposes, the sole arbitrator (arbitral tribunal) must declare the proceedings closed.

Interim Measures of Protection Article 14a

1. Unless the parties have agreed otherwise and as soon as the files have been transmitted to him (it), the sole arbitrator (arbitral tribunal) can order the interim measures of protection that he (it) considers to be appropriate, on application by one party. However, only the parties are bound by such measures. The parties are obliged to comply with such orders, whether or not they are enforceable by State courts. The sole arbitrator (arbitral tribunal) can make the ordering of such measures conditional on the provision of appropriate security by the requesting party.

2. This provision does not prevent the parties from applying to any competent State organ for interim measures of protection. Such an application to a State organ for ordering such measures or for the enforcement of measures ordered by the sole arbitrator (arbitral tribunal) shall not constitute an infringement or waiver of the arbitration agreement and shall not affect the powers of the sole arbitrator (arbitral tribunal). The Secretariat and the sole arbitrator (arbitral tribunal) must be immediately informed of any such application as well as of all measures ordered by the State organ.

Authorized Agents Article 15

The parties shall have the right to be represented by authorized agents of their choice in the proceedings before the sole arbitrator (arbitral tribunal).

Applicable Law, Equity Article 16

1. As to the substance of the case, the sole arbitrator (arbitral tribunal) shall apply the law that the parties have designated as applicable. Failing such designation by the parties, he (it) shall apply the law that is designated by the choice of law rules that he (it) considers to be applicable.

2. The sole arbitrator (arbitral tribunal) may base his (its) decisions on equity only if he (it) has been expressly empowered by the parties.

Interruption and Suspension of Proceedings Article 17

1. The parties must pursue the proceedings with due expedition. Interruption of the proceedings for indefinite or unduly long periods shall not be permitted, even at the joint request of the parties. If necessary after obtaining comments from the parties, the Board may delete from the list of pending cases the proceedings in which the parties have agreed on permanent suspension or which, without adequate grounds, are not pursued by the parties with due expedition. The pendency of the proceedings and the mandate of the arbitrators shall thereby be terminated.

2. If the decision of the sole arbitrator (arbitral tribunal) depends wholly or in part on the resolution of a preliminary question in the context of other proceedings before a court, an arbitral tribunal or an administrative authority, the sole arbitrator (arbitral tribunal) may interrupt his (its) proceedings until a final decision has been made on that preliminary question.

Termination Article 17a

The proceedings are terminated by:

- a) The rendering of an award;
- b) The conclusion of a settlement;
- c) The return of the claim under Article 6 paragraph 6;
- d) The deletion of the case from the list of pending cases for reasons that are determined by these Rules. Deletion is not inherently an obstacle to re-filing of the claim.

The Award Article 18

1. Awards shall be drawn up in writing. The grounds upon which the award is based must be stated, unless all parties, either in the arbitration agreement or in the oral proceedings, have agreed that no grounds are to be stated.

2. All copies of awards must be signed by the arbitrators. The signatures of the majority of the arbitrators shall suffice if the award contains a statement that one arbitrator refuses to sign or that his signature is prevented by an obstacle which cannot be overcome within a reasonable period of time. If the award is made by a majority decision, mention thereof shall be made in the award at the request of the arbitrator who is in a minority.
3. Awards are confirmed on all copies as awards of the Centre by the signature of the Secretary and the stamp of the Centre and served on to the parties. Awards become effective as against the parties on service of the copies.
4. One copy of the award shall be deposited with the Secretariat of the Centre.
5. The sole arbitrator (Chairman of the arbitral tribunal, or, if he is prevented, another arbitrator) shall confirm on all copies at the request of a party the finality and enforceability of the award.
6. Partial and interim awards may be issued.
7. By their agreement to the Vienna Rules, the parties undertake to implement the award.
8. The sole arbitrator (arbitral tribunal) shall at any time, either on request or on his (its) own initiative, correct clerical, typographical or computation errors as well as other obvious inaccuracies in the award or in the copies thereof.
9. The parties can demand that an award be issued concerning the content of a settlement concluded by them.
10. The Board is entitled to publish an award in legal journals or in its own publications, in anonymous form, unless publication is objected to by at least one party, within thirty days after service of the copy of the award on it.

Determination of Costs Article 19

The sole arbitrator (arbitral tribunal) shall state in the award the costs of arbitration fixed by the Secretariat in accordance with Article 23 paragraph 1, shall determine the amount of costs of the parties, and shall state who should bear the costs of the proceedings or the proportion in which the costs of the proceedings are to be shared.

Enforcement Article 20

If an award or a settlement is to be enforced, the Secretary may on request provide the prosecuting party, free of charge but without guarantee of correctness or completeness, with the information that is known to him regarding the law on enforcement and the enforcement practice of the State in which the award or settlement is to be enforced.

Costs of the Proceedings Article 21

The costs of the proceedings consist of the following elements:

1. The costs of arbitration, that is to say, the outlay of the Centre (administrative costs), arbitrators' fees and cash outlay (such as travel and subsistence expenses of arbitrators, costs of service of documents, rent, costs of simple minuting); and
2. The costs of the parties, that is to say, the appropriate expenses of the parties for their representation and other outlay related to the arbitration proceedings, in particular, the costs specified in Article 23 a paragraph 1.

Registration Fee
Article 22

1. On filing the claim (counter-claim), the Claimant (Counter-claimant) shall pay into the account of the Centre, free of charges, a registration fee in the amount stated. That fee is intended to cover the costs up to the submission of the files to the sole arbitrator (arbitral tribunal). If higher outlay is incurred, an additional sum may be prescribed.

2. If there are more than two parties to the proceedings, the registration fee shall be increased by 10% for each additional party.

3. The registration fee shall not be repayable. The registration fee, as well as any additional amount required in accordance with paragraph 1 of the present Article shall be deducted from the Claimant's (Counter-claimant's) share of the deposit against costs of arbitration.

4. If the registration fee is not deposited despite prolongation of the time-limit, the Secretary must delete the claim (counter-claim) from the list of pending cases.

Article 23

1. The costs of arbitration shall be determined by the Secretary at the end of the proceedings.

2. The Secretary shall fix the amount of the deposit against the expected costs of arbitration. That deposit shall be paid in equal shares by the parties before transmission of the files to the sole arbitrator (arbitral tribunal) and within thirty days after service of the payment request.

3. If the share of the Claimant (Counter-claimant) is not received within the time-limit, despite prolongation thereof, the Secretary shall delete the claim or counter-claim from the list of pending cases of the Centre. He shall inform the parties thereof.

4. If the share of the Defendant (Counter-defendant) is not received within the time-limit set, the Secretary shall inform the Claimant (Counter-claimant) thereof and shall request him to pay the outstanding share of the deposit within thirty days of receipt of the payment request. If that amount is not received within the time-limit, the Secretary must delete the claim (counter-claim) from the list of pending cases of the Centre. He shall inform the parties thereof.

5. If it should be necessary in the course of the proceedings to increase the deposit against costs because of an increase in the amount in dispute, a procedure analogous to that provided for in paragraphs 2 to 4 of the present Article shall be adopted. Until payment of the additional deposit, the amplification of the claim that led to the increase of the amount in dispute shall not be taken into account in the arbitral proceedings.

6. If it should be necessary in the course of the proceedings to increase the deposit against costs because the amount fixed for cash outlay on determining the deposit is not sufficient, a procedure analogous to that provided for in paragraphs 2 to 4 of the present Article shall be adopted.

Article 23a

- 1.If the sole arbitrator (arbitral tribunal) considers certain action entailing costs, such as the appointment of experts, interpreters or translators, making verbatim records of the proceedings, a visual inspection, or relocation of the proceedings, to be necessary, he (it) must make arrangements to cover the expected costs.
- 2.The sole arbitrator (arbitral tribunal) may undertake procedural steps in accordance with paragraph 1 of the present Article only if adequate cover for the expected costs exists.
- 3.The sole arbitrator (arbitral tribunal) shall decide what consequences for the proceedings arise from the failure to pay a prescribed deposit against costs.
4. All commitments related to the procedural steps mentioned in paragraph 1 of the present Article shall be undertaken by the sole arbitrator (arbitral tribunal) for the account of the parties.

Calculation of the Costs of Arbitration Article 24

- 1.The administrative costs of the Centre and the arbitrators' fees shall be fixed on the basis of the amount in dispute, according to the schedule of arbitration costs attached to these Rules (Annex 1). If the arbitral proceedings are terminated other than by means of an arbitral award or a settlement, the Secretary shall determine the administrative costs of the Centre and the arbitrators' fees at the appropriate levels.
- 2.If there are more than two parties to proceedings, the rates for the administrative costs of the Centre and the arbitrators' fees contained in the schedules attached to these Rules shall be increased by 10% for each additional party.
- 3.In the case of proceedings conducted concerning a number of individual claims or counter-claims, the Secretary may at any stage of the proceedings make a separate calculation of the costs of arbitration according to the amounts in dispute in respect of the individual claims.
- 4.The Secretary may deviate from the statements of the parties in fixing the amount in dispute if the parties have made only a partial claim or if a request by the parties whose purpose was not the payment of sums of money was obviously undervalued.
- 5.The rates quoted in the schedule of arbitrators' fees are the fees for sole arbitrators. In any case they shall be raised to two-and-a-half times the amounts quoted if an arbitral tribunal is appointed and to up to three times the rates stated in the event of the particular difficulty of a case.
- 6.Reductions of the amount in dispute shall be taken into consideration in calculating the arbitrators' fees and administrative costs only if they were made before transmission of the files to the sole arbitrator (arbitral tribunal).
7. Cash outlays shall be determined according to the actual expenditure.

Transitional Provision Article 25

This version of the Vienna Rules shall apply to all proceedings in which the claim was filed after 31 December 2000. If the arbitration agreement was concluded before 1 January 2001, the parties may agree that the proceedings will be conducted according to the arbitration rules valid until that date; however, even in the event of such an agreement, the provisions of Articles 21 to 24 of the present version shall apply.

SCHEDULE OF ARBITRATION COSTS
Registration Fee: EUR 2.000 ¹⁾

Administrative Charges ²⁾

Amount in Dispute in euros	Rate in euros			
from	to			
0	100.000			3.000
100.001	200.000	3.000	+ 1,5%	of excess over 100.000
200.001	500.000	4.500	+ 1 %	of excess over 200.000
500.001	1,000.000	7.500	+ 0,7%	of excess over 500.000
1,000.001	2,000.000	11. 000	+ 0,4%	of excess over 1,000.000
2,000.001	5,000.000	15. 000	+ 0,1%	of excess over 2,000.000
5,000.001	10,000.000	18 .000	+ 0,05%	of excess over 5,000.000
over	10,000.000	20.500	+ 0,01%	of excess over 10,000.000

Fees for Sole Arbitrators ³⁾

Amount in Dispute in euros	Rate in euros			
from	to			
0	100.000		6 %	minimum fee: 1.000
100.001	200.000	6.000	+ 3 %	of excess over 100.000
200.001	500.000	9.000	+ 2,5%	of excess over 200.000
500.001	1,000.000	16.50 0	+ 2 %	of excess over 500.000
1,000.001	2,000.000	26. 500	+ 1 %	of excess over 1,000.000
2,000.001	5,000.000	36. 500	+ 0,6%	of excess over 2,000.000
5,000.001	10,000.000	54 .500	+ 0,4%	of excess over 5,000.000
10,000.001	20,000.000	7 4.500	+ 0,2%	of excess over 10,000.000
20,000.001	100,000.000	94.500	+ 0,1%	of excess over 20,000.000
over	100,000.000	174.50 0	+ 0,01%	of excess over 100,000.000

Footnotes

1

see Article 22 paragraph 1

2

see Article 24 paragraph 1

3

see Article 24 paragraph 6