

**Rules of Arbitration of the Arbitration and Mediation Court  
within the Republican Union of Agricultural Producers' Associations  
“UNIAGROPROTECT”**

**Chapter I  
General provisions**

**Article 1.**

(1) These Rules shall exclusively apply in the settlement of disputes submitted to the Arbitration and Mediation Court within to the Republican Union of Agricultural Producers' Associations “UNIAGROPROTECT”, hereinafter referred to as Arbitration and Mediation Court.

(2) These Rules have been drafted on basis of provisions of the Law on Arbitration, Nr. 129-XIII, of 31 May 1994, and of the Regulations on Organization and Operation of the Arbitration and Mediation Court within the Republican Union of Agricultural Producers' Associations “UNIAGROPROTECT”.

**Article 2.**

(1) These Rules shall apply in settlement of disputes if:

- a) the parties to the dispute have signed an arbitration agreement through which they submitted the dispute to the Arbitration and Mediation Court for examination; and
- b) the dispute submitted to the Arbitration and Mediation Court is under the competence of the latter.

(2) Submission of the dispute to the Arbitration and Mediation Court for examination means that the parties have accepted the present Rules.

**Article 3.**

The arbitration agreement shall be concluded in written form either in form of an arbitration clause stated in the main contract according to the sample shown in Annex 1 or in form of a separate agreement called arbitration agreement according to the sample shown in Annex 2.

**Article 4.**

(1) The validity of the contractual arbitration clause shall not be affected in case when the contract, having this clause incorporated is declared null and void.

(2) In case when one of the parties of the dispute contests existence or validity of the arbitration agreement, the Arbitral Tribunal shall make a special ruling on this issue before accepting the Arbitration Request.

**Article 5.**

Once the parties have accepted the arbitration procedure they shall exercise their procedural rights in good faith and shall cooperate with the Arbitral Tribunal to ensure a due examination of the dispute and completion of the procedure within the established term. At any stage of the dispute the Arbitral Tribunal can suggest to settle the dispute through a compromise agreement between the parties.

**Article 6.**

During the arbitration procedure the Arbitral Tribunal shall insure equal treatment of the parties, application of the principle of contradictoriness and of the right of each party to present its case.

## **Chapter II**

### **Opening of the arbitration procedure and formation of the Arbitral Tribunal**

#### **Article 7.**

(1) The arbitration procedure shall open upon a written request submitted by the Claimant, called Arbitration Request. This Request shall be addressed to the Arbitration and Mediation Court and include:

- a) for natural persons - name, home address, and telephone number; for legal entities – name, office address, as well as the number of the state registration certificate, telephone number, telex, fax, bank account, and tax code;
- b) name of the person and statute due to which he/she is authorized to represent the party to the dispute, enclosing the proof of respective authorization;
- c) reference to the arbitration agreement, enclosing a copy of the contract in which the arbitration clause is stated or a copy of the arbitration agreement;
- d) the issue and the value of the claim, as well as the calculation procedure determining the value of the claim;
- e) facts and legal grounds on which each part of the claim is based, with references to the relevant proof, and, if needed, names and home addresses of witnesses;
- f) name of the appointed arbitrator or of the single arbitrator suggested by the claimant or the request that the arbitrator is appointed by the Chairperson of the Arbitration and Mediation Court;
- g) the document confirming payment of the arbitration fee in accordance with the Norms of Arbitration Fees and Expenses;
- h) necessary number of copies of the Arbitration Request and of supporting documents for the defendant;
- i) the list of documents attached to the Arbitration Request;
- j) the Claimant's signature.

(2) The request and the annexed documents shall be drawn up in Romanian. If the Arbitration Request or the written exhibits are submitted in a language other than Romanian, it shall be considered that the Claimant accepts to bear the costs required for the translation through the Secretariat of the Arbitration and Mediation Court, if the Arbitral Tribunal considers it necessary.

(3) The exhibits shall be submitted in original or in certified copies in the manner established by law.

#### **Article 8.**

(1) The Arbitration Request with the supporting documents shall be submitted to the Secretariat of the Arbitration and Mediation Court or to a local secretariat office within agricultural producers' association – a member of the "UNIAGROPROTECT" Union.

(2) The date of submitting the Arbitration Request is considered the day of its registration, and in case when it is delivered by mail – the date indicated on the stamp of the post office delivering it.

#### **Article 9.**

The Secretariat shall verify whether the Request meets the requirements provided for in art. 7 and shall inform the Claimant without delay about the discovered deficiencies that should be withdrawn within maximum 10 days from the day when the notification was received. If the discovered deficiencies are withdrawn within the established term, the date of submitting the Request is considered the initial date. Otherwise, including the case when the arbitral fee was not paid according with the Norms of arbitration fees and Expenses, the Request shall be returned to the Claimant.

#### **Article 10.**

(1) Within maximum 5 days from the date of submission of the Arbitration Request or from the date when the term indicated in Art. 9 expires, the Secretariat shall notify the Respondent about the acceptance of the Arbitration Request and shall deliver the copy of the Arbitration Request and the annexes to it, as well as the list of arbitrators, if the Arbitration Agreement does not contain the names of arbitrators nominated by each party.

(2) Within 20 days from the date of the receipt of the Arbitration Request the Respondent shall send (submit) to the Arbitration and Mediation Court and to the Claimant a Reference to the Arbitration Request, that shall include:

- a) the name of the appointed arbitrator or acceptance of the Claimant's suggestion on the settlement of the dispute by a single arbitrator, as well as his consent regarding the person specified for this position;
- b) the objections regarding the Claimant's Request, indicating the arguments de facto and de jure regarding all parts of the Request and the pieces of evidence brought in its favor.
- c) information requested in art. 7, par. 1, p. a) and b);
- d) a copy of the Reference and supporting documents, if the Respondent requests to deliver them to the Claimant through the Secretariat of the Arbitration and Mediation Court.

(3) The Reference on the Arbitration Request shall comply with the conditions set forth in art. 7, par. (2) and par. (3).

#### **Article 11.**

(1) If the Respondent has objections towards the Claimant deriving from the same legal relations, he can submit a Counterclaim.

(2) The Counterclaim shall be filed no later than before the first arbitration hearing and shall comply with the conditions established in art. 7 for the basic Arbitration Request. The Counterclaim and the basic Claim shall be settled together or separately, if the Arbitral Tribunal considers it impossible to simultaneously settle both claims.

#### **Article 12.**

(1) The dispute settlement shall be under exclusive competence of the Arbitral Tribunal vested with this right by the arbitration agreement of the parties and these Rules.

(2) In the context of these Rules, the Arbitral Tribunal can be composed of a single arbitrator or of three arbitrators and shall have the right to settle the dispute and render a decision that is final and binding for the parties.

(3) Arbitrators shall be appointed, dismissed or substituted in accordance with the arbitration agreement and these Rules.

(4) A person can not be an arbitrator in a certain dispute if he (she):

- a) is in labor relations with one of the parties or takes part in eligible head bodies of one of the parties; or
- b) is empowered to represent one of the parties; or
- c) is interested in a certain settlement of the case or will not be able to remain independent and impartial for other founded reasons.

#### **Article 13.**

(1) The parties shall have the right to establish in the arbitration agreement whether the dispute is to be settled by a single arbitrator or by a panel of arbitrators. If the number of arbitrators for dispute settlement has not been established, the dispute shall be resolved by three arbitrators: an arbitrator nominated by each party and the Chairperson of the Arbitral Tribunal nominate the two arbitrators.

(2) If there are several Claimants or Respondents in one and the same dispute and they do not agree upon a single arbitrator to be nominated or upon one of those three arbitrators, the latter shall be appointed by the Chairperson of the Arbitration and Mediation Court.

(3) Neither of the parties shall have the right to nominate an arbitrator for the other party or more arbitrators than the other party.

(4) The parties shall have the right to nominate a substitute arbitrator along with the nomination of the acting arbitrator.

**Article 14.**

The single arbitrator or the arbitrators nominated by each party, as well as the Chairperson of the Arbitral Tribunal comprised of three arbitrators shall be nominated within maximum 30 days from the date of submitting the Arbitration Request.

**Article 15.**

If upon expiration of the term indicated in art. 14 the Arbitral Tribunal is not composed, the Chairperson of the Arbitration and Mediation Court shall within 5 days:

- a) appoint the single arbitrator in case when the parties have agreed that the dispute is to be settled by a single arbitrator but cannot agree upon the candidate suggested for this function; or
- b) appoint an arbitrator for the party that has not appointed its arbitrator in the Arbitral Tribunal comprised of three arbitrators;
- c) appoint the Chairperson of the Arbitral Tribunal if two arbitrators appointed by the parties do not agree upon the person who would hold the position of the Chairperson of the Arbitral Tribunal.

**Article 16.**

The Arbitrators or the Chairperson of the Arbitral Tribunal shall be nominated with their consent obtained through the Secretariat of the Arbitration and Mediation Court by the party that is appointing him(her) or, in case of the Arbitral Tribunal Chairperson – by those two arbitrators.

**Article 17.**

(1) The Arbitrator shall notify the parties and the Arbitration and Mediation Court about the existent circumstances known to him that might constitute grounds for his(her) recusation and shall refuse to participate in the dispute settlement even in case when the parties do not request his(her) withdrawal after they have been informed about the existence of certain reasons for his (her) recusation. The Arbitrator's refusal is not equal to the acknowledgement of the recusation ground.

(2) An arbitrator can be recused by one of the parties if after his(her) nomination certain circumstances are discovered that rise doubts as to his(her) independence or impartiality, as well as if the arbitrator appointed by the Arbitration and Mediation Court fails to fulfill the special qualification conditions provided for in the arbitration agreement.

**Article 18.**

(1) The parties shall have the right to withdraw an arbitrator at any stage of the arbitration procedure up to the end of the pleadings, within 15 days from the date when they found out about the nomination of the arbitrator or about the ground for his (her) recusation. In case when the request was not submitted within the established term, it shall be considered that the respective party has renounced his right for recusation.

(2) The request for recusation shall be examined within 5 days by the Chairperson of the Arbitration and Mediation Court who, if needed, shall consult with the other arbitrators of the Arbitral Tribunal, without participation of the challenged arbitrator. The Chairperson of the Arbitration and Mediation Court shall adopt a written ruling on admitting or rejecting the request for recusation, without indicating the reasons for admitting or rejecting the request. A new arbitrator shall be nominated to replace the withdrawn one in accordance with these Rules.

(3) The provisions of Art. 17 and 18 shall apply correspondingly to the experts and the secretary of the arbitration hearing. In this case the Arbitral Tribunal shall decide whether to accept or reject the request for challenge.

**Article 19.**

(1) In case an arbitrator fails to fulfil his(her) functions and this leads to an unjustified delay of the dispute settlement, he(she) can be dismissed by the party that has nominated him(her). In this case, as well as in other cases when the position of a nominated arbitrator is free (challenge, decease, etc.) and no substitute arbitrator has been nominated or the latter cannot fulfill his(her) functions, the party nominating the respective arbitrator shall substitute him(her) with another arbitrator within 10 days from the date when he (she) finds out about the mentioned circumstances. If the party does not nominate a new arbitrator within the indicated term, the Chairperson of the Arbitration and Mediation Court shall appoint a new arbitrator.

(2) In case an arbitrator is substituted during the pleadings, upon consulting the parties, the new Arbitral Tribunal determines the necessity and the procedure of reexamination of the issues considered during the hearings held before the substitution.

#### **Article 20.**

By accepting nomination for this position the members of the constituted Arbitral Tribunal shall assume the obligation to impartially fulfill their mission as arbitrators and to strictly conform to these Rules.

#### **Article 21.**

After creation of the Arbitral Tribunal in accordance with these Rules the Secretariat of the Arbitration and Mediation Court shall submit to it without delay the set with documents on the case, making a written mention of the submission date.

#### **Article 22.**

(1) Before the first arbitration hearing the parties shall have the right to communicate to the Arbitral Tribunal any objections regarding existence or validity of the arbitration agreement, the constitution of the Arbitral Tribunal and procedures held before the first arbitration hearing, as well as to present exhibits, applications and requests, including requests for obtaining evidence.

### **Chapter III Dispute Examination**

#### **Article 23.**

Before receiving the case for examination the Arbitral Tribunal shall verify its own competence for settling the dispute. If the Arbitral Tribunal finds that the case submitted for examination is not under the competence of the Arbitration and Mediation Court, including in cases specified in art. 4 of these Rules, it shall issue a ruling by which it refuses opening the arbitration procedure and shall return the Arbitration Request and documents annexed to it to the Claimant.

#### **Article 24.**

In case when there are no impediments in receiving the case for examination the Arbitral Tribunal shall issue a ruling on opening the arbitration procedure, shall fix the date of the arbitration hearing and send subpoenas to the parties within at least 5 days from the date of issuance of the ruling. The term between the date of delivering the subpoenas and the date of arbitration hearing shall neither be shorter than 15 days nor longer than 45 days, except for the case when the Chairperson of the Arbitration and Mediation Court extends the last term for justified reasons.

#### **Article 25.**

Examination of disputes shall take place:

- a) in the headquarters of the Arbitration and Mediation Court; or
- b) in the office of a local secretariat within the office of regional agricultural producers' association – member of the "UNIAGROPROTECT" Union, where the Arbitration Request has been submitted, if the Claimant has no objections in this respect; or

c) in a different place established by the Arbitral Tribunal upon request of the parties.

**Article 26.**

The Examination of the dispute shall take place during the arbitration hearing in the presence of the Arbitral Tribunal, the parties or their representatives. The parties can be assisted in the hearing by lawyers, counselors and other persons. Other persons can also participate in the hearing upon consent of the parties and of the Arbitral Tribunal.

**Article 27.**

(1) Nonattendance of the arbitration hearing without well-founded reasons by a party that has been invited in accordance with these Rules shall not impede the examination of the dispute.

(2) Any party can request in written form for the dispute to be examined and settled in his (her) absence, based on the documents included in the file of the case.

(3) The Arbitral Tribunal has the right to decide upon the possibility for examining the dispute in absence of one party or of both parties.

**Article 28.**

(1) Any of the parties can request postponing the dispute examination for well-founded reasons, submitting for this purpose a request to the Arbitral Tribunal within at least three days before the date of the hearing. If the Arbitral Tribunal satisfies the request on the postponing of the hearing, the dispute examination shall take place no later than in 15 days after the initially established date.

(2) The Arbitral Tribunal can decide at its own initiative to postpone the arbitration hearing for reasons, which, in the arbitrators' opinion make the dispute examination impossible (stating the fact that the parties haven't been notified correspondingly; the party that had been correspondingly notified didn't show up at the hearing for well-founded or unknown reasons, etc.).

**Article 29.**

(1) The Arbitral Tribunal shall establish, with the consultation of the parties the procedure for conducting and examining the dispute for the examination to be conducted rationally and without delay.

(2) Each party shall be obliged to prove the facts on which his (her) claim or objection is based.

(3) The Arbitral Tribunal can request from the parties explanations in written form on the issues of the dispute and the invoked facts and can obtain any evidence provided for by law.

(4) The hearing of witnesses and experts shall be done without the obligation to take an oath.

**Article 30.**

(1) The Arbitral Tribunal shall settle the dispute based on the contract signed between the parties and on the provision of the law determined by the parties as applicable to the issues of the dispute. Commercial norms can also be applied, if needed. In case when the parties have not determined the applicable law, the Arbitral Tribunal shall settle the dispute in accordance with the law, which they consider applicable to the case.

(2) The Arbitral Tribunal has the right to apply procedural rules additionally to those established upon consent of the parties, as well as by analogy - law provisions of the civil procedure consistent with arbitration and with the character of the dispute under settlement.

**Article 31.**

(1) The Arbitral Tribunal shall determine the acceptability, relevance and consistence of the evidence based on their own belief.

(2) The Arbitral Tribunal may ask, in accordance with the law, presentation of evidence upon the request of a party, only if such evidence was requested through the Arbitration Request or through the reference to the Arbitration Request, or through a written request submitted within the term

indicated in art. 22. Evidence that was not presented or requested in these conditions shall not be invoked during arbitration, except for cases when:

- a) the need for such evidence was determined during the examination;
- b) the obtaining of evidence shall not lead to unjustified postponement or delay of the dispute settlement or to irrational expenses;
- c) the other party has no objections regarding the postponement of the examination within the maximum term established by these Rules or by the arbitration agreement.

(3) The Arbitral Tribunal can reject the evidence submitted by the parties or their request for evidence if the latter does not refer to the essence of the claim or if it considers that it is proper to use more efficient and less expensive evidence.

(4) The Arbitral Tribunal shall examine all the evidence provided by the parties and decide which of the arguments and objections of the parties were proved.

### **Article 32.**

(1) The discussions held within the arbitration hearing shall be fixed in the minutes of the arbitration hearing, if the parties, jointly, have not requested in written form that the minutes shall not be kept. The minutes of the hearing shall include:

- a) the name of the Arbitration and Mediation Court, the names of the Arbitral Tribunal members, the name of the secretary, time and venue of the hearing;
- b) names of the parties, home address or residence or, if needed, the name and location, as well as the name of the parties' representatives and of other persons participating in the dispute examination;
- c) a brief description of the hearing;
- d) explanations, requests, and statements of the parties;
- e) signatures of the arbitrators and of the secretary of the arbitration hearing.

(2) The minutes of the hearing shall be edited by the secretary of the hearing. The parties have the right to get acquainted with the minutes of the hearing and the arbitrators' conclusions, as well as with the papers of the case.

(3) Upon request of the parties or at its own initiative, the Arbitral Tribunal, through a ruling, can make corrections or additions to the minutes of the hearing.

### **Article 33.**

(1) The Arbitral Tribunal shall discontinue the arbitration procedure if:

- a) the dispute submitted to the Arbitration and Mediation Court is not within the competence of arbitration;
- b) there is a court decision on the dispute submitted to the Arbitration and Mediation Court that involves the same parties and the same issues;
- c) there is an arbitration decision on the dispute submitted to the Arbitration and Mediation Court that involves the same parties and the same issues;
- d) the Claimant renounced the arbitration procedure or resigns the claimed right before the formation of the Arbitral Tribunal and acceptance of the dispute for examination;
- e) the Claimant makes impossible for the dispute to be examined by his/her inactivity and the term for the dispute examination indicated in art. 35 or in the agreement signed by the parties has expired;
- f) a party – legal entity involved in the dispute is insolvent;
- g) the dispute examination and settlement is impossible due to reasons provided for in these Rules.

(2) The arbitration procedure shall be discontinued on the basis of a ruling issued by the Arbitral Tribunal under the conditions provided for in art. 37 and art. 38. In the case indicated under par. (1), p. d) discontinuation of the arbitration procedure shall take place through the order of the Chairperson of the Arbitration and Mediation Court.

## **Chapter IV**

### **The arbitral award**

#### **Article 34.**

(1) When the Arbitral Tribunal considers that all the circumstances of the case have been sufficiently examined, it concludes the debates proceedings to deliberation and issues an arbitral award in a private meeting with the participation of all arbitrators.

(2) The arbitration procedure shall finish with the pronouncement of an Arbitral Award, including in case when:

- a) the merits of the dispute are settled;
- b) the Respondent acknowledges the claims (partially or integrally);
- c) the parties' compromise transaction is approved.

(3) Pronunciation of the Arbitral Award can be postponed for a maximum of 30 days, under the condition that the arbitration deadline provided for in art. 35 is not breached.

#### **Article 35.**

(1) If the parties have not agreed upon otherwise, the Arbitral Tribunal shall render the award within maximum 6 months from the date of registration of the Arbitration Request. This term shall not include the period needed for the substitution of an arbitrator in case of challenge, dismissal and other circumstances impeding the arbitrator's participation in the dispute settlement.

(2) The parties can agree upon extension the arbitration term at any stage of the dispute examination before the Arbitral Award is issued. The parties' agreement in this respect can be formulated in written form or can be stated verbally before the Arbitral Tribunal, being fixed in the minutes of the arbitration hearing.

(3) The Arbitral Tribunal can decide at its own initiative, based on well-founded reasons, to extend the arbitration term by maximum two months in case a party of the dispute is substituted due to the reorganization of one of the parties - legal entity or upon decease of one of the parties – natural person.

#### **Article 36.**

(1) The Arbitral Tribunal shall examine the case within a reduced term versus the one indicated in art. 35, par. (1), if the nature of the dispute allows to do so and if the parties request acceleration of the examination.

(2) If before pronouncing the Arbitral Award the Arbitral Tribunal comes to the conclusion that new explanations are necessary, additional discussions can be held establishing other arbitration hearings under the condition that the arbitration term provided for in art. 35, par. (1) is not breached.

#### **Article 37.**

(1) The single arbitrator shall adopt the decision on his (her) own.

(2) The Arbitral Tribunal comprising of three arbitrators shall adopt the decision unanimously or with at least two votes in favor. The arbitrators who voted for or against the adopted award can sign and enclose to the award his (her) separate opinion, mentioning the reasons.

#### **Article 38.**

(1) After deliberation and establishment of the solution the final part of the decision shall be prepared and signed by all members of the Arbitral Tribunal.

(2) The complete Arbitral Award shall be edited in written form within a maximum of 15 days from the date of pronouncement of its final resolution and shall include:

- a) status and nominal participation of the Arbitral Tribunal members, name of the secretary of the arbitration hearing, venue and time of pronouncing the decision;

- b) name of the parties, home address and residence or, if needed, the name and location, as well as the name of parties' representatives and of other persons participating in the dispute examination;
- c) reference to the arbitration agreement, based on which the arbitration was conducted;
- d) the claims of the dispute and statements of the parties in brief;
- e) facts and legal provisions on which the Arbitral Award is based on;
- f) the final resolution, including the settlement of the issue related to arbitration fees and expenses;
- g) signatures of all arbitrators, as provided for in art. 37. par. (3).

**Article 39.**

The Arbitration Decision shall be delivered to the parties within a maximum of 20 days from the date of its pronouncement.

**Article 40.**

(1) If the Arbitral Tribunal has omitted to settle an issue of the Arbitration Request in the Arbitral Award, any of the parties can solicit completion of the Award within a maximum of 30 days from the date of its pronouncement. The decision on completion shall be made in an arbitration hearing, with notification of the parties. Under conditions of art. 27 and art. 28 of these Rules, the Arbitral Tribunal shall decide upon the possibility for examining the omitted issue in the absence of one party or of both parties.

(2) Obvious mistakes made in the text of the Arbitral Award which do not change the essence of the settlement, as well as calculation mistakes can be corrected on the basis of a ruling made upon request of any party, which shall be submitted within 10 days from the date of receiving the Arbitral Award or on the initiative of the arbitrators. The same tribunal that has approved the Arbitral Awards shall make the ruling.

(3) The parties shall not cover the expenses related to additions or corrections made in the Arbitral Award.

**Article 41.**

(1) The Arbitral Award shall be final and binding, being fulfilled voluntarily by the party responsible for its performance within the term indicated in the Award.

(2) If the party obliged to fulfill the Arbitral Award does not perform it accordingly and within the established term, the party, in favor of which the Arbitral Award shall be performed has the right to submit a request for mandatory performance to a competent Court as provided for in the legislation.

**Article 42.**

(1) The parties cannot renounce through the arbitration agreement to their right to submit a request to cancel the Arbitral Award.

(2) The Arbitral Award can be cancelled only for one of the reasons provided for in the legislation by submitting a request to a competent Court.

(3) The request to cancel the Arbitral Award can be submitted within three months from the date the Arbitral Award was delivered.

**Article 43.**

During the retrial with the issue of cancellation of the Arbitral Award, the arbitrators who adopted the cancelled Award cannot be part of the Arbitral Tribunal, which repeatedly examines the case.

**Chapter V**  
**Final provisions**

**Article 44.**

(1) The file of the arbitration case shall be confidential and publication or disclosure of the information on the arbitration case without the parties' authorization shall be prohibited. No other person, except for arbitrators - members of the Arbitral Tribunal, Chairperson and Deputy Chairperson of the Arbitration and Mediation Court and the Secretariat, shall have access to the file without the written consent of the parties and the approval of the Arbitral Tribunal.

(2) Arbitral Awards and other documents from the arbitration case can be made public only with the consent of the parties. However, they may be analyzed and commented under the aspect of legal problems arisen, without providing the names of the parties or other data that could prejudice their interests. The analysis of files for such purposes shall be authorized by the chairperson of the Arbitration and Mediation Court in each specific case, after settlement of the dispute.

#### **Article 45.**

(1) Arbitral Awards and rulings shall be handed out to the parties or their representatives personally, under the certified signature of a member of the Secretariat, specifying the date of transmission, or shall be delivered by the Secretariat of the Arbitration and Mediation Court through a recommended letter, with the confirmation of its reception or a mail delivery receipt. Other procedural acts and various Arbitration and Mediation Court statements shall be handed out upon confirmation with a signature or delivered through letters, telegrams, fax, and any other communication means that allow the establishment of the proof of communication and of the transmitted text. In case of communication via telephone, the secretary shall make a mention in the file, specifying the date and time of the telephone conversation.

(2) Data communicated to the parties shall be considered handed out even in case when the addressee refused to receive it or didn't show up at the post office to pick it up, although there is proof of notification about the addressed correspondence.

(3) Communication proof shall be annexed to the file of the case.

#### **Article 46.**

(1) Communication of information shall be made to the address indicated by the party in the Arbitration Request or in the Reference materials, or in the agreement and the correspondence between the parties. Any change in the address shall not be taken into consideration if the Arbitration and Mediation Court has not been notified about this fact in written form of this fact.

(2) Communications addressed to the parties regarding the examination of the dispute shall be made through the Secretariat of the Arbitration and Mediation Court, so that the arbitrators have no direct contact with the parties.

#### **Article 47.**

The file of the arbitration case shall be kept at the Secretariat of the Arbitration and Mediation Court (central office). In case when the arbitration procedure is conducted at the local office within the headquarters of an agricultural producers' association – member of the Union "UNIAGROPROTECT", the file of the case shall be submitted to the central office within 5 days from the date of conclusion the arbitration procedure (handing out or delivering the Arbitral Award to the parties).

#### **Article 48.**

(1) The arbitration expenses shall include: arbitration fee, expenses incurred when obtaining evidence, translation of documents, and, depending on the case, of pleadings, lawyers', experts' and consultants' fees, travel expenses of the parties, arbitrators, witnesses, and experts, as well as other expenses required for the settlement of the dispute.

(2) The arbitration fee shall be designed for compensation of services provided by the Arbitration and Mediation Court in organizing and conducting the arbitration procedure, including honoraria for arbitrators.

(3) The arbitration fees and expenses shall be established and paid in accordance with the Norms on Arbitration Fees and expenses approved by the Council of the Republican Union of Agricultural Producers' Associations "UNIAGROPROTECT".

(4) The arbitration fees and expenses shall be incurred in compliance with the agreement between the parties, and if such an agreement is missing – by the party that lost the dispute integrally, if the Arbitration Request is totally accepted, or proportionally to the satisfied claims.

**Article 49.**

In case when additions or amendments are made to these Rules, the disputes in process of arbitration as of the date of enforcing the new Rules shall be settled in accordance with the Rules in force as of the day of submitting the Arbitration Request, except for the case when the parties agree upon otherwise.

**Article 50.**

These Rules shall enter in force on the date of their approval.

***Arbitration Clause  
recommended by Arbitration and Mediation Court within the Republican Union of Agricultural  
Producers' Associations "UNIAGROPROTECT"  
for incorporation in contracts***

“All disputes arising out or in connection with this contract, including those related to its conclusion, performance or dissolution, shall be settled through the Arbitration and Mediation Court within the Republican Union of Agricultural Producers' Associations “UNIAGROPROTECT” under the Regulation and the Rules of Arbitration of this Court. The Arbitral Award shall be final and binding.”

***The parties on their discretion can add the following provisions:***

1. “The Arbitral Tribunal shall consist of one arbitrator nominated upon agreement of the parties. If the parties do not reach an agreement regarding the nomination of a single arbitrator, the latter shall be nominated by the Chairperson of the Arbitration and Mediation Court within the Union “UNIAGROPROTECT”.

Or

“The Arbitral Tribunal shall consist of three arbitrators: each party shall nominate one arbitrator without consent of the other party and these two arbitrators shall nominate the Chairperson”.

2. Place of examination of the dispute - \_\_\_\_\_

\_\_\_\_\_  
(Headquarters of the Arbitration and Mediation Court within the Union “UNIAGROPROTECT” or another place)

3. “The Arbitral Tribunal shall pronounce the Award in term of \_\_\_\_\_ months *(to be filled in if the parties have agreed to fix a term longer or shorter than the term of 6 months provided in the Rules of Arbitration of the Arbitration and Mediation Court within the Union “UNIAGROPROTECT”).*”

***Standard arbitration agreement  
recommended by the Arbitration and Mediation Court within the Republican Union of  
Agricultural Producers' Associations "UNIAGROPROTECT"***

(if the contract does not contain an arbitration clause)

**1.** The signatory parties,

1....., hereinafter referred to as party 1, and

2....., hereinafter referred to as party 2, recognize the existence of a dispute between them, arisen out of the contract nr.....of .... on the following issues:

Party 1 has the following claims towards the party 2.....

Party 2 has the following objections towards the brought claims ....

By this agreement the signatory parties have agreed to submit this dispute to the Arbitration and Mediation Court within the Union "UNIAGROPROTECT" for its settlement in conformity with the Rules of Arbitration of this Court. The Arbitral Award shall be final and binding.

**2.** The dispute shall be settled by an Arbitral Tribunal composed of three arbitrators in conformity with the Rules of Arbitration of this Court.

***or***

**2.** The dispute shall be settled by an Arbitral Tribunal composed of three arbitrators:

Mr....., arbitrator nominated by the party 1 and Mr....., arbitrator nominated by the party 2, and the Chairperson of the Arbitral Tribunal nominated in accordance with the provision of the Arbitration Rules of the Arbitration and Mediation Court within the Republican Union of Agricultural Producers' Associations "UNIAGROPROTECT".

***or***

**2.** The dispute shall be settled by an Arbitral Tribunal composed of three arbitrators nominated as follows:

- The arbitrators shall be chosen from the list of arbitrators of the Arbitration and Mediation Court within the Union „UNIAGROPROTECT”;
- While addressing the Arbitration Request the Claimant shall nominate an arbitrator;
- In 10 days from the date of receipt of the notification from the Secretariat of the Arbitration and Mediation Court on the addressed Arbitration Request, the Respondent shall nominate another arbitrator;
- The Chairperson of the Arbitral Tribunal shall be nominated in accordance with the Arbitration Rules of the Arbitration and Mediation Court within the Republican Union of Agricultural Producers' Associations "UNIAGROPROTECT".

***or***

**2.** The dispute shall be settled by a single arbitrator nominated by the Chairperson of the Arbitration and Mediation Court within the Union "UNIAGROPROTECT" in accordance with the Arbitration Rules of this Court.

***or***

**2.** The dispute shall be settled by a single arbitrator Mr. \_\_\_\_\_.

3. The place of examination of the dispute - \_\_\_\_\_

(Headquarters of the Arbitration and Mediation Court within the Union "UNIAGROPROTECT" or another place)

4. "The Arbitral Tribunal shall pronounce the Award in term of \_\_\_\_\_ months *(to be filled in if the parties have agreed to fix a term longer or shorter than the term of 6 months provided in the Rules of Arbitration of the Arbitration and Mediation Court within the Union "UNIAGROPROTECT").*"

5. Drawn up and signed in two copies in (at) \_\_\_\_\_, on \_\_\_\_\_ 200\_

(place)

***Signature of the party 1*** \_\_\_\_\_

***Signature of the party 2*** \_\_\_\_\_