Dechert LLP

White Paper

Relating to the Russian Arbitration Center Arbitration Rules, its Internal Administrative Rules and the Governing Policies Related to the Board of the Russian Institute of Modern Arbitration

submitted to

The Russian Arbitration Center

by

Dechert LLP

I. INTRODUCTION

1. The Russian Arbitration Center (**"RAC**") is a division of the Russian Institute of Modern Arbitration and a Permanent Arbitral Institution, as defined under Russian arbitration legislation,[1] which administers domestic and international arbitrations. The RAC is currently conducting a review of its rules and procedures with a view to making any necessary amendments in order to provide a better experience to users of the RAC and to ensure that the RAC remains at the forefront of best practice in international arbitration.

2. In this context, the RAC has engaged Dechert LLP's International Arbitration Group to examine its rules and procedures and to make recommendations for their amendment. Specifically, the RAC has asked Dechert LLP (**"Dechert"**) to do the following.

   (a) First, the RAC asked Dechert to assess the RAC Arbitration Rules ("**Rules**") and compare them to the rules of the most widely-used arbitration institutions. In particular, the RAC asked Dechert to identify any areas for improvement and provide recommendations on how to address any concerns related to the proceedings governed by the Rules.

   (b) Second, the RAC asked Dechert to examine the governing rules of the RAC, as well as any guidelines or policies related to the Board of the Russian Institute of Modern Arbitration (the "**Board**"). This includes the procedures related to the selection, appointment, functions, and powers of the Board members and the degree of their involvement in decision-making.

[1] Order of the Government of the Russian Federation No. 799-p dated 27 April 2017.

(c) Third, the RAC asked Dechert to assess any internal rules related to the RAC's Executive Administrator and the Administrative Office personnel, their functions, powers and responsibilities.

3. In the remainder of this report (the "**Report**"), we summarize our credentials and the methodology for preparing this Report (**Section II**), and provide an executive summary of our findings and recommendations (**Section III**). Our findings and recommendations in relation to the Rules are set out in detail in **Annex A**. Finally, the CVs of our team members are included at **Annex B**.

II. OUR CREDENTIALS AND METHODOLOGY

4. In this Section, we briefly summarize our credentials (**Sub-section A**) and the methodology we have used to analyze the RAC Rules and prepare this Report (**Sub-section B**).

A. CREDENTIALS

5. Established in 1875, Dechert is a law firm with over 900 lawyers speaking more than 40 languages across 26 offices worldwide. The firm represents business enterprises of all sizes and in a variety of industries, high net worth individuals, sovereign states and state-owned enterprises with transnational investments, transactions and disputes across the globe.

6. Dechert's International Arbitration Group consists of 13 partners, one counsel and over 40 associates, based in several of Dechert's offices around the world – New York, Washington, D.C., Paris, London, Brussels, Dubai, Singapore and Beijing. The Group's lawyers have conducted hundreds of arbitrations, as both arbitrators and counsel, under all of the world's leading arbitral rules and before all of the world's arbitral institutions – including the ICC, UNCITRAL, ICSID, JAMS, ICDR, LCIA, SIAC, DIAC, HKIAC, SCC, and CIETAC. The Group's lawyers have also advised arbitral institutions and sovereign states in law reform and rule development

pertaining to international arbitration, have teaching appointments at some of the world's most prestigious academic institutions, and are active in many arbitral associations, such as the IBA, ICCA, and the American Bar Association.

7. Dechert's International Arbitration Group includes:

   (a) a former deputy Secretary-General of the Secretariat of the ICC Court of Arbitration;

   (b) a former Senior Counsel of the WIPO Arbitration and Mediation Centre;

   (c) a current member of the ICC Court of Arbitration for Colombia;

   (d) a co-author of *The Guide to the SIAC Arbitration Rules*, published by Oxford University Press;

   (e) a co-author of the upcoming fourth edition of the leading treatise on ICC arbitration;

   (f) two co-authors of *The International Arbitration Rulebook: A Guide to Arbitral Regimes*, published by Wolters Kluwer;

   (g) the author of *Arbitration Law and Practice in China*, published by Kluwer;

   (h) the Vice President of the Standing Committee of the ICC International Centre for ADR;

   (i) the Vice President of the DIS Arbitration Council (German Arbitration Institute); and

   (j) the Chair of the Latin American and Iberian Chapter of the ICC.

8. Dechert's International Arbitration Group is universally recognized as a leader in the field. The Group was named the arbitration practice that "impressed the most"

in 2017 by the Global Arbitration Review, and 12 of its lawyers are listed among the world's leading arbitration lawyers in *Who's Who Legal* in 2019. The Group was also recognized by the Financial Times as being among the most innovative law firms in Europe and in Asia in 2019.

9. The four members of Dechert's international arbitration team working on this matter are Arif Hyder Ali, Érica Franzetti, Henry Defriez and Tamar Sarjveladze. Detailed CVs for these four individuals are included at Annex B, and a brief summary is provided below.

(a) Arif Hyder Ali is the co-chair of Dechert's International Arbitration Group, with more than 20 years' experience in the field. He splits his time between the firm's Washington, D.C. and London offices, while also sitting as an Adjunct Professor of Law at Georgetown University, where he teaches international commercial and investment arbitration. In 2001, he was decorated with the Order of Bahrain (II) for his role in the resolution of Bahrain's maritime and territorial boundary dispute with Qatar before the International Court of Justice. Mr. Ali has served as lead trial counsel and has sat as arbitrator in dozens of commercial and investor-state arbitrations. He is consistently rated as one of the world-leading international arbitration and public international specialists by several leading legal publications, including, but not limited to, Chambers and Partners, Legal 500 and Who's Who Legal. He is the co-author of *The International Arbitration Rulebook: A Guide to Arbitral Regimes* (2019), which analyses and compares the rules of several of the leading arbitral institutions.

(b) Érica Franzetti is a partner in the Washington, D.C. office of Dechert's International Arbitration Group. She has extensive experience advising clients and sitting as arbitrator in cases involving multiple procedural rules. She also teaches a course in investor-state arbitration as an Adjunct Professor of Law at Georgetown University. Ms. Franzetti has received consistent

professional recognition in recent years, including being recognized as "Up and Coming" by Chambers & Partners 2020, a "Future Leader" of arbitration by Who's Who Legal (2018 and 2019), and a "superstar" by Legal 500 USA (2019).

(c) Henry Defriez is an associate with several years of experience in commercial and investor-state arbitration. Having spent several years of his career in both London and Singapore, Mr. Defriez is now based in Dechert's Washington, D.C. office. He was extensively involved in the drafting of both editions of *A Guide to the SIAC Arbitration Rules* (co-authored by a Dechert partner, Mark Mangan), which involved liaising closely with the administrative staff of SIAC. Mr. Defriez has been recognized as a "Rising Star" in the field of international arbitration by Legal 500 Asia Pacific (2020).

(d) Tamar Sarjveladze is an associate in the New York office of our international arbitration team. A fluent Russian speaker, she has experience in investor-state and international commercial arbitration, as well as in matters of public international law.

B. METHODOLOGY

10. Our analysis has been primarily based on a detailed comparison between the RAC Rules and the rules of other leading arbitral institutions. The Rules we used for our comparative analysis are:

(a) the Arbitration Rules of the International Chamber of Commerce (2017) (the "**ICC Rules**");

(b) the UNCITRAL Arbitration Rules (as revised in 2013) (the "**UNCITRAL Rules**");

(c) the Arbitration Rules of the Singapore International Arbitration Centre (2016) (the "**SIAC Rules**");

(d) the Administered Arbitration Rules of the Hong Kong International Arbitration Centre (2018) (the "**HKIAC Rules**");

(e) the International Arbitration Rules of the International Centre for Dispute Resolution (2014) (the "**ICDR Rules**");

(f) the International Arbitration Rules of JAMS[2] (2016) (the "**JAMS Rules**");

(g) the Arbitration Rules of the London Court of International Arbitration (2014) (the "**LCIA Rules**");

(h) the Arbitration Rules of the China International Economic and Trade Arbitration Commission (2015) (the "**CIETAC Rules**"); and

(i) the Arbitration Rules of the Stockholm Chamber of Commerce (2017) (the "**SCC Rules**").

11. These rules were chosen because they are some of the most widely used rules among users of arbitration worldwide,[3] prepared by well-established institutions with decades of experience, representative of many of the global centers of international arbitration (across three continents), and generally considered to evidence best practice in modern international commercial arbitration. While these rules are similar in many respects, they also contain significant differences, which allow for

[2] Formerly known as Judicial Arbitration and Mediation Services.

[3] See, for example, the Queen Mary University of London's "2018 International Arbitration Survey: The Evolution of International Arbitration", which found that the ICC, LCIA, SIAC, HKIAC, ICSID (for investor-state arbitrations) and ICDR were the respondent's most preferred arbitral institutions (page 13). Available here: http://www.arbitration.qmul.ac.uk/media/arbitration/docs/2018-International-Arbitration-Survey---The-Evolution-of-International-Arbitration-(2).PDF.

a comparative analysis in order to determine recommendations for improvements to the RAC Rules.

12. We have supplemented our comparative analysis of the RAC Rules with interviews of several key personnel. First, we interviewed four Board members, whom we independently selected on the basis of their expertise and experience in international arbitration and with various arbitral institutions worldwide, as well as the broad geographic spread of the jurisdictions they represent. Second, we interviewed four members of the RAC Administrative Office, whom we independently selected in order to be representative of administrative staff of all levels of experience. Third, we interviewed five arbitrators, whom we independently selected on the basis of their experience with both RAC arbitration and international arbitration in general. We have agreed with the RAC and the interviewees that we will keep the identity of the interviewees confidential.

13. We interviewed all of these individuals by telephone. We took certain steps to preserve the independence of these interviews, both from the RAC and from the other interviewees. Yulia Mullina, the RAC's Executive Administrator, facilitated these interviews, but neither Ms. Mulina nor anyone related to the RAC attended them, nor reviewed or approved the questions that we proposed to ask the interviewees. The interviewees did not know the identity of the other interviewees, and the RAC did not know their identity either (other than the arbitrators, as it was necessary to contact them and seek their consent). We sent the interviewees a list of sample questions in advance of the interviews, though we used the list as a rough guide rather than a script.

14. We asked the interviewees not to breach the confidentiality of any RAC arbitrations, and asked them to anonymize any information they gave us about those arbitrations. Where the answer of an interviewee is reflected in the analysis, we have not identified the interviewee in order to preserve the integrity of the process and the confidentiality of the underlying arbitration.

III. EXECUTIVE SUMMARY

15. We consider the Rules to be comprehensive and largely consistent with international best practice. The Rules contain many of the innovative procedures that have emerged in recent years – in particular, consolidation of multiple arbitrations, claims brought under multiple contracts, and joinder of parties. However, we do have recommendations as to how the Rules could be improved so that they stand comparison with the rules of the world's leading institutions.

16. We set out our individual recommendations in the remainder of this Report. For now, we highlight some of the most important issues we identified in the course of our review and analysis.

17. As a general comment, the Rules could in many places be simplified, with many matters left to the discretion of the arbitrators and the parties. This flexibility will be attractive to potential users of the RAC, particularly experienced users of international arbitration. In addition, the Rules are somewhat long and this may be intimidating to some users. With that said, we understand that some Russian practitioners (including some of the arbitrators we interviewed) appreciate the guidance set out by some of the detailed provisions in the Rules. Thus, some of this detail could be preserved in Annexes to the Rules or Practice Notes published by the RAC.

18. Of our specific recommendations, we consider the following to be particularly significant:

    (a) The RAC should consider whether it is necessary to require the parties to file a document confirming the preliminary consent of their nominated arbitrator(s) when filing the Request or Response, as the case may be (Articles 10.6.5 and 12.6.3). This creates an additional burden on the parties and the nominated arbitrators, which may not be strictly necessary.

Normally, the arbitral institution should confirm the arbitrator's consent to participate after receiving the nomination.

(b) The extent to which third parties (i.e., those that are not a party to the arbitration agreement) may participate in an arbitration is unclear and should be clarified (Articles 34.1 and 36.1). Further, it may not be appropriate to allow a third party to challenge arbitrators, or to apply for the termination of their mandate (Articles 17.14 and 18.7). This should remain within the prerogative of the parties.

(c) Article 21 is somewhat lengthy and complicated, and could be simplified. For example, paragraphs 6 to 11 could be deleted or included in an Annex to the Rules; paragraph 13, which deals with the bifurcation of the proceedings, could be moved to a new Article; and paragraphs 14 and 15, which deal with the failure of the parties to participate in the arbitration, could also be moved to a new Article.

(d) The RAC should consider amending the Rules so that the template timetable in Annex III is an optional default rather than a mandatory requirement. While some of the arbitrators we interviewed were grateful to be able to use the template, most arbitration users appreciate having more flexibility to decide a procedure more suitable to their requirements and the requirements of the specific dispute that is before them.

(e) The RAC should consider deleting the provisions that the setting of the procedural timetable and the verification of evidence may be delegated to any arbitrator (Articles 21.16 and 37.3). A party may justifiably feel aggrieved if these matters are delegated to the arbitrator nominated by the other party. As an alternative, the Rules could stipulate that the presiding arbitrator alone may set the procedural timetable or verify the evidence.

(f) Though they appear to be appropriate for Russian domestic arbitrations, the time limits for rendering an arbitral award are somewhat short for international commercial arbitrations (Article 26.1). Thus, the Rules could be amended to allow the Board to extend the applicable time limit for a period considered appropriate under the circumstances.

(g) Article 32.2 could be amended so that claims may be brought under multiple contracts if all parties agree. This would be consistent with the principle of party autonomy and international best practice.

(h) The RAC should consider whether it is necessary to require the parties to file a power of attorney in Russian (or with a translation in Russian) if the arbitration is not seated in Russia (Article 34.2). It may be unduly burdensome on the parties to obtain an official notarized translation into Russian.

(i) The provisions of the Rules regarding the presentation of evidence could be made less strict. In particular, it may be unduly burdensome to require the parties to present originals or certified copies of documents (Article 37.2).

(j) The requirement for all applications for interim measures to be considered within one day imposes a significant burden on the tribunal and the parties, and is unlikely to be appropriate for the majority of applications for interim measures. Article 48.1 could be amended so that the deadline for such applications is left at the discretion of the tribunal.

(k) Applications for urgent interim relief should be allocated to emergency arbitrators, rather than to the RAC Board (Article 49.1). This would protect the reputation and independence of the RAC.

(l) The Rules on Arbitration Fees and Arbitration Costs are somewhat difficult to follow, and it is unclear how many fees there are, how they relate to one another, and when they must be paid. This should be clarified.

19. Further, in order to remain at the forefront of best practice, the RAC could add new provisions to deal with matters such as third party funding and changes in party representatives during the arbitration.

20. You have also asked us to comment specifically on the Rules regarding arbitrator appointments and challenges.

(a) In general, these Rules are consistent with international best practice, and adequately ensure the independence and impartiality of arbitrators. We note that arbitrators are required to be impartial and independent, not to advocate for either party, and to comply with applicable Russian legislation[4] (Article 13.6); that prospective arbitrators must consent in writing to these requirements and to declare any circumstances which might give rise to justifiable doubts regarding their impartiality and independence (Article 13.8); and that either party may challenge an arbitrator if they have such justifiable doubts (Article 17.1).

(b) The arbitrators and Board Members that we interviewed were all comfortable with the appointment process. The Board Members told us that the candidates proposed by the Administrative Office for appointment were of the appropriate stature and background, while the arbitrators were satisfied with the disclosure requirements.

(c) We do have some minor recommendations for revisions to these Rules, which are set out in Annex A. For example, the RAC could reconsider the

[4] Rules on Impartiality and Independence of Arbitrators approved by the Order of the President of the Russian Chamber of Commerce and Industry No. 39 dated August 27, 2010.

requirement for a sole or presiding arbitrator to have a law degree, clarify that the time limit for nominating the sole or presiding arbitrator shall run from the commencement of the arbitration (rather than the filing of the Request or Claim), and remove the provision that a third party may challenge arbitrators.

(d) In addition, a few steps could be taken to increase transparency regarding the arbitrator appointment process. In order to provide greater clarity to external users, the RAC could set out in a public Practice Note the criteria and other considerations that the RAC will take into account when appointing an arbitrator. This could include that (i) where the parties have different nationalities, the RAC will not appoint a sole or presiding arbitrator with the same nationality as one of the parties, unless the parties agree otherwise; and (ii) the RAC will consider the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules.

(e) In turn, to streamline the process for members of the Board and the Administrative Office, the RAC could provide them with a document setting out the appointment procedure – from the identification of potential candidates by the Administrative Office, to the selection of a shortlist to be shared with the Board, to the Board's decision on which arbitrator to appoint. For each case, the Administrative Office should provide Board Members with detailed information on the proposed candidates and the criteria considered by the Administrative Office to select such candidates. Finally, the RAC should encourage Board Members to conduct discussions regarding arbitrator appointments by telephone (rather than by email) – although emails should not be prohibited if Board Members consider that a telephone conference is unnecessary in a specific case.

21. We also consider the RAC's Rules for Ad hoc Arbitrations and Disputes in Nuclear Field to be broadly consistent with international best practice, yet we make some of the same recommendations made in relation to the main Rules.

22. Finally, based on our interviews with the Board Members, arbitrators and Administrative Office staff, we recommend that the RAC make some changes to its internal policies and procedures. Specifically,

    (a) We recommend that the RAC codify many of its policies and procedures in either Practice Notes to be published on the RAC website or internal policy documents. Such policy documents would allow members of the Board and Administrative Office to perform their functions more efficiently. In addition, users of the RAC will likely welcome the clarity provided in any Practice Notes. These could cover matters including the appointment of arbitrators (as discussed in paragraph 20), challenges to arbitrators, expenses and fees of both the RAC and the arbitrators, the scrutiny of awards, tribunal assistants, and the consolidation of arbitrations.

    (b) We recommend that the RAC hold regular meetings of the international subcommittee, perhaps quarterly, concerning matters relating to the governance of the RAC and its promotion internationally. These meetings should be well structured, with an agenda circulated in advance, and may not necessarily cover arbitrator appointments, which should be dealt with as they arise

    (c) Though it is clearly understood among the Administrative Office staff that tribunal assistants should not draft the merits section of awards and substantive parts of orders, the RAC does not appear to have set this as an official policy or internal rule among the members of the Administrative Office. The RAC should consider codifying this practice in writing.

(d) While the Administrative Office staff that we interviewed were broadly happy with the training that they received, we recommend that the RAC provide future staff with further training targeted at the RAC Rules specifically.

++++++++++++++++

ANNEX A: RECOMMENDATIONS FOR THE AMENDMENT OF THE RULES

A. General provisions (Articles 1-9)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
3.6	"Competent Court" shall mean the court of the Russian Federation determined in accordance with the applicable legislation of the Russian Federation.	Deleting the definition.	The existing definition will be inappropriate for disputes where the parties have chosen another jurisdiction as the seat of their arbitration as permitted by Article 22.1. We suggest removing the definition, as it does not appear to be necessary to define the term; the competent court will be determined by the relevant legislation at the parties' chosen seat.
5.1	Any disputes between parties to civil law relations, except for disputes that are recognized as non-arbitrable by the effective legislation, may be referred to arbitration administered by the RIMA.	Removing the reference to "civil law relations".	We presume that this is intended to make clear that disputes regarding alleged criminal behavior cannot be arbitrated under the Rules. However, it could be interpreted to preclude any disputes governed by a common law system. Therefore, we recommend removing the reference to "disputes between parties to civil law relations".[5]
7.1	Unless the Arbitration Rules provide otherwise, the RIMA, the Parties, third parties and the Arbitral Tribunal are not entitled to provide for terms	Amending the Article so that the parties can agree, with the tribunal's approval, to shorten the time-limits under the Rules, except for those applying to	This would provide greater flexibility and autonomy for the parties, who may benefit in certain circumstances from shorter time-limits. Meanwhile, the proposed amendment would ensure that the RAC Board and Administrative Office are not forced to render decisions under short time-limits.[6]

[5] The rules of most of the other major arbitral institutions simply refer to "disputes": e.g. SIAC Rules, Rule 1.1; ICC Rules, Article 1.2; HKIAC Rules, Article 1.3; SCC Rules, Article 1. The arbitral tribunal will be obliged to refuse jurisdiction over non-arbitrable disputes. CIETAC takes a different approach, providing in its Rules that it accepts cases involving economic trade, and other disputes of a contractual or non-contractual nature".

[6] See, ICC Rules, Article 39.1; LCIA Rule, Rule 22.1(b).

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	(periods of time) that are shorter than the terms (periods of time) stipulated by the Arbitration Rules and the effective legislation.	decisions to be made by the RAC Board or Administrative Office.	
9.3	In such a case, the value of the claim may be decreased by the Board upon a reasoned application of the Party submitting the claim, or of both Parties.	Amending the Article so that the RAC may increase (as well as decrease) the deemed value of a claim which is not subject to monetary evaluation.	This would allow the RAC to set appropriate fees for a dispute which is complex or otherwise likely to incur significant fees for the RAC.

B. Commencement of arbitration (Articles 10-12)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
10.3	Before filing the Request with the RIMA, the Claimant shall send a copy of the Request and the exhibits thereto to the Respondent.	Amending the Article so that the Claimant is required to file the request with the Respondent at the same time as filing with RIMA (rather than "before").	This would remove any certainty as to how far in advance the Claimant is required to file with the Respondent. Alternatively, the RAC could consider whether it would be more efficient for the Claimant to file the Request with the RAC, who would then forward it to the Respondent.[7]
12.3	Before filing the Answer with the RIMA, the Respondent shall send a copy of the Answer and its exhibits to the Claimant.	Same as above in relation to Article 10.3.	
12.4	The Answer shall contain the following information: 1) the name, Primary State Registration Number and/or Taxpayer's Identification Number (or analogous information in case of foreign persons and entities) and contact details of the Respondent (including the Respondent's postal address, telephone number, facsimile	Consider whether it is necessary for the parties to provide this level of detail regarding each other and their representatives, including their Primary State Registration Number and/or Taxpayer's Identification Number.	The RAC should consider whether this is necessary, as it might make some potential users uncomfortable and/or raise some data privacy issues in certain jurisdictions.

[7] See, ICC Rules, Article 5.5; JAMS Rules, Article 2.2; SCC Rules, Article 9.1; CIETAC Rules, Article 13.2.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	number, e-mail) and analogous information related to the Respondent's representatives.		
10.6.5	The Request shall be accompanied by the following documents: 5) a document confirming the preliminary consent of the nominated arbitrator(s), if the Parties are entitled to nominate arbitrators pursuant to the Arbitration Agreement or the Arbitration Rules.	Considering whether it is necessary to require the parties to file such a document.	This creates an additional burden on the parties and the nominated arbitrators, which may not be strictly necessary. In most cases, the arbitral institution will confirm the arbitrator's consent to participate after receiving the Request for Arbitration.
12.6	The Answer shall be accompanied by the following exhibits: 3) a confirmation of the preliminary consent of the nominated arbitrator(s), if the Parties are entitled to nominate an arbitrator(s) pursuant to the Arbitration Agreement or the Arbitration Rules.	Same as above in relation to Article 10.6.5.	
10.7	The Request shall be deemed to have been filed on the date of its submission to the RIMA.	Amend the Article to provide that the arbitration is deemed to	The Article is somewhat complicated, and it is unclear when exactly a Request is deemed to have been filed. It may be simpler to provide that the arbitration is deemed to commence

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	The Administrative Office of the RIMA affixes a relevant stamp on the copy of the Request. Alternatively, the Request may be deemed to have been filed on the date of its transmission to the e-mail address of the RIMA, or the date of uploading the Request to the Online System, or the date when the Request is stamped by the sending post office, if sent by post.	commence when the Request is received by the institution.	when the Request is received by the institution (rather than when it is filed). In each arbitration, the RAC can confirm the date on which it received the Request by notifying the parties of said date. Many arbitral institutions adopt this approach.[8]

[8] See, ICC Rules, Article 4.2; SIAC Rules, Rule 3.3; LCIA Rules, Article 1.4; ICDR, Article 5.1; ICDR Rules, Article 2.2; JAMS Rules, Article 2.5; SCC Rules, Article 8; CIETAC Rules, Article 11.

C. Constitution of tribunal (Articles 13-19)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
The RAC could consider adding rules (either in the Rules themselves or in a practice note or other type of policy document) regarding its criteria for appointing arbitrators, including that: (a) where the parties have different nationalities, it will not appoint a sole or presiding arbitrator with the same nationality as one of the parties, unless the parties agree otherwise;[9] and (b) it will consider the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules.[10]			
13.2	The arbitrator's mandate to resolve disputes becomes effective upon the constitution of the arbitral tribunal and terminates once the arbitral award is rendered.	• Deleting the Article or amending the Article to provide that the arbitrator's mandate terminates once the time limit for correcting or clarifying the time limit has expired. • Amending the Article to provide that the tribunal may declare the proceedings closed after the	The current text of the Article could be problematic if there is an application for correction or interpretation of the award, or an additional award, as it may not be possible under the applicable legislation to reactivate the arbitrators' mandate to deal with such an application. The RAC should also consider adding a provision that the tribunal may declare the proceedings closed after the final hearing or submission, but may reopen them at any time. This would allow the tribunal to focus on the drafting of the award, and prevent the parties from seeking to make unsolicited submissions.[11]

[9] See, LCIA Rules, Article 6; SCC Rules, Article 17.5; HKIAC Rules, Article 11.2; ICC Rules, Article 13.1.

[10] See, ICC Rules, Article 13.1; SIAC Rules, Rule 13.2 and 13.3; CIETAC Rules, Article 30.

[11] See. ICC Rules, Article 27; UNCITRAL Rules, Article 29.1 and 29.2; SIAC Rules, Rules 32.1 and 32.2; ICDR Rules, Article 27; JAMS Rules, Article 30; SCC Rules, Article 40; HKIAC Rules, Article 31.1.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
		final hearing or submission, but can reopen them at any time.	
13.6	The arbitrators shall be impartial and independent while performing their duties. The arbitrators shall not serve as representatives or consultants of the Parties. The arbitrators are obliged to comply with the Rules on Impartiality and Independence of Arbitrators approved by the Order of the President of the Russian Chamber of Commerce and Industry No. 39 dated August 27, 2010.	Consider amending the Article to provide that arbitrators in international arbitrations be required to comply with the IBA Guidelines on Conflicts of Interest in International Arbitration, rather than the Russian Rules on Impartiality and Independence of Arbitrators, unless otherwise agreed by the Parties.	We note that the Russian Rules on Impartiality and Independence of Arbitrators are generally consistent with the IBA Guidelines. Nonetheless, international arbitrators will be more familiar with the IBA Guidelines and more comfortable complying with them. The Russian Rules on Impartiality and Independence of Arbitrators could continue to apply for domestic arbitrations.
13.7	Any contact between the arbitrator(s) and one of the Parties or a third party is prohibited. The arbitrators, Parties and third parties shall immediately report these	Amending the first sentence of the Article to clarify that any *unilateral* (or ex parte) contact between a party and an arbitrator after the constitution	This appears to be the intended effect of the Article, and would be consistent with international best practice.[12]

[12] See, LCIA Rules, Article 13.4; ICDR Rules, Article 13.6; JAMS Rules, Article 13.3; HKIAC Rules, Article 11.5.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	unilateral contacts to each Party, third party, and the RIMA explaining the reasons and content of the contacts.	of the arbitral tribunal is prohibited.	
13.9	A sole arbitrator as well as the presiding arbitrator, if the dispute is resolved by a panel of arbitrators, shall satisfy one of the following criteria: 1) the sole arbitrator or the presiding arbitrator shall have a law degree confirmed by the diploma qualifying under the established standard issued in the territory of the Russian Federation; 2) the sole arbitrator or the presiding arbitrator shall have a law degree confirmed by certificates issued by a foreign	Reconsider the requirement for a sole or presiding arbitrator to have a law degree. Amend the Article to provide that the parties may agree otherwise.	A strict requirement for the sole or presiding arbitrator to have a law degree may be unappealing to users and potential users of arbitration, who may wish to have a non-lawyer presiding over their disputes of a technical nature. We understand that Russian law allows for the parties to agree on an arbitrator who does not have a law degree.[13]

[13] Federal Law 382, Article 11(6): "Unless the parties agreed otherwise, the arbitrator resolving the dispute as a sole arbitrator (in case of collective dispute settlement subject to compliance with the provisions of part 7 of this Article – the president of the arbitral tribunal) shall meet one of the following requirements: 1) have a higher legal education confirmed by a standard diploma issued in the territory of the Russian Federation; 2) have a higher legal education confirmed by documents of foreign states recognized in the territory of the Russian Federation."

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	state and recognized by the Russian Federation.		
14.2	The sole arbitrator shall be appointed by the Board no later than within thirty (30) days following the date of receipt of the Request or the Claim by the RIMA, unless the Parties agreed on a sole arbitrator and the procedure of his/her election in the Arbitration Agreement, or unless the Parties fail to elect the arbitrator in accordance with the Arbitration Agreement within the agreed term (which shall not exceed twenty (20) days following the date of filling of the Request or the Claim).	Amend the Article to provide that the sole arbitrator shall be appointed within 30 days of the commencement of the arbitration, unless the parties have agreed otherwise.	It is unclear whether the deadline for nominating a sole or presiding arbitrator runs from the filing of the Request or the Claim.
15.3	If the Arbitral Tribunal is constituted of three arbitrators, each Party shall elect one arbitrator. The presiding	Amend the Article to provide that the presiding arbitrator shall be appointed within 30 days of the commencement of	It is unclear whether the deadline for nominating a sole or presiding arbitrator runs from the filing of the Request or the Claim.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	arbitrator (president of the Arbitral Tribunal) shall be appointed by the Board not later than within thirty (30) days following the date of receipt of the Request or the Claim by the RIMA.	the arbitration, unless otherwise agreed by the parties.	
		Add a provision that the parties may agree an alternative method for appointing the presiding arbitrator.	Though not necessary, Article 15.3 could be amended to provide that the parties can provide for an alternative method to appointing the presiding arbitrator (e.g. chosen by the parties or the two co-arbitrators).[14] This would avoid a potential argument that an alternative method agreed by the parties is invalid under the Rules.
15.6	If one of the Parties fails to elect an arbitrator in accordance with Paragraphs 3 and 4 of this Article and requests the RIMA to elect the arbitrator, the arbitrator shall be appointed by the Board instead of the Party within thirty (30) days starting from the date of expiry of the election term or from the date of filing of the Party's request with the RIMA.	Change the phrase "and requests" to "or requests".	This appears to be consistent with the intent behind the Article.
15.4	The arbitrators elected by the Parties shall be named in the Request or the Claim and in the	Deleting these Articles.	These Articles appear to be repetitious of Articles 10 and 12, and therefore could be deleted.

[14] See, ICC Rules, Article 12.5; SIAC Rules, Rule 11.3; SCC Rules, Article 17.1; HKIAC Rules, Article 8.1.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	Answer or the Response by the Claimant and the Respondent, respectively.		
15.5	When electing the arbitrators, each Party shall officially request the candidate to provide his/her preliminary consent to act as arbitrator in resolving the dispute. After receiving the candidate's consent, each Party shall provide the RIMA with the confirmation of such consent.		
17.2	Each Party is entitled to challenge an arbitrator within fifteen (15) days after becoming aware of his/her election or appointment. If a Party becomes aware of the circumstances indicated in Paragraph 1 of this Article after the arbitrator was appointed or elected, the Party is entitled to challenge the arbitrator within fifteen (15) days following the	Consider adding a provision that a party must file a challenge to an arbitrator within 15 days of becoming aware or when it *should have* become aware of the relevant circumstances.	This can avoid having to prove what the party actually knew in situations where it is objectively clear what they should have known.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	date of becoming aware of such circumstances.		
17.9	The Board issues a motivated decision upon consideration of the challenge.	Changing "motivated" to "reasoned".	This appears to be the original intent of the provision.
17.10	If the challenge of the Arbitral Tribunal is dismissed, within one month from the receipt of the notification of dismissal of the challenge by the Board, the Party making the challenge may file an application seeking to have the challenge granted with the competent court. Such an application shall be considered in accordance with the procedure set forth by the effective procedural laws. By means of a direct (special) agreement the Parties may agree to exclude the possibility of filing applications with the	Deleting this Article.	Both parts of the provision may be ineffective (as the applicable law will determine whether parties have such a right).[15] Further, the first part of the provision may be seen to encourage such appeals.

[15] For arbitrations seated in Russia, we understand that Federal Law 382, Article 13 creates the right to appeal the decision on the challenge before the competent court.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	competent court in accordance with this Paragraph.		
17.14	Third parties are entitled to challenge arbitrators taking into account the specific provisions stipulated in Article 36 of the Arbitration Rules.	Deleting these Articles.	It may be inappropriate to allow a third party to challenge arbitrators, or apply for the termination of their mandate. This should remain within the prerogative of the parties.
18.7	Third parties may apply for termination of the arbitrator's mandate taking into account the specific provisions stipulated in Article 34 of the Arbitration Rules.		
18.2	If the circumstances stipulated in Paragraph 1 of this Article exist, the Parties may file an application for the termination of the arbitrator's mandate with reference to the relevant circumstances.	Amending the Article to clarify that either Party may file an application for the termination of the arbitrator's mandate.	The current wording of the Article could be interpreted such that the Parties must jointly file an application.
18.5	The consideration of the application for termination of the arbitrator's mandate by the Board in accordance with Paragraph 4 of this Article	Deleting this Article.	The Article may be ineffective in light of the applicable domestic laws.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	excludes the possibility of seizing the competent court with an application for termination of the arbitrator's mandate		
19.2	If a sole arbitrator or the presiding arbitrator is replaced, oral hearings recommence, unless the Parties and the Arbitral Tribunal agree otherwise. If other arbitrators in the panel of arbitrators are replaced, oral hearings can be recommenced only upon the Parties' agreement or upon the unanimous decision of the new Arbitral Tribunal.	Changing the references to the "recommencement of hearings" to the "repetition of hearings already held".	This appears to be consistent with the original intent behind the provision, and would be clearer.

D. Conduct of arbitration (Articles 20-45)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
20.1	Arbitration is conducted on the basis of the principles of independence and impartiality of arbitrators, discretionary and adversarial proceedings between the Parties and equal treatment of the Parties.	Consider changing the reference to "discretionary and adversarial" proceedings.	It is unclear what the phrase is intended to mean, and the RAC should consider amending it. The RAC could consider, for example an equivalent provision in the SCC Rules that "the Arbitral Tribunal shall conduct the arbitration in an impartial, efficient and expeditious manner, giving each party an equal and reasonable opportunity to present its case".[16]
21	N/A (the Article in general)	Simplifying Article 21 (Preparation of Arbitration and Timetable of Arbitration Proceedings).	Article 21 is somewhat complicated and could be simplified. For example: • Paragraphs 6 to 11 could be deleted or included in an Annex to the Rules; • Paragraph 13, which deals with the bifurcation of the proceedings, could be moved to a new Article; and • Paragraphs 14 and 15, which deal with the failure of the parties to participate in the arbitration, could also be moved to a new Article.
21.1	After the constitution of the Arbitral Tribunal, the Parties and the Arbitral Tribunal shall	Providing that the template timetable in Annex III is an	The arbitrators we interviewed were grateful to have the template as a default, particularly for inexperienced arbitrators. With that said, the template could serve as an

[16] SCC Arbitration Rules, Rule 23.2.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	agree upon a Timetable of Arbitration Proceedings in accordance with the Form of the Timetable of Arbitration Proceedings set out in Annex III to the Arbitration Rules.	optional default rather than a mandatory requirement.	optional default rather than a mandatory requirement; most arbitration users appreciate having more flexibility to decide a procedure more suitable to their requirements.
21.13	The Arbitral Tribunal is entitled to consider certain matters related to the substance of the dispute as preliminary and schedule them for separate oral hearings, upon the relevant request of one of the Parties or both Parties. Such division of the arbitration on the merits of the dispute into separate stages shall be specified in the Timetable of Arbitration Proceedings.	Amending the Article to clarify that an arbitration may be bifurcated into separate phases for jurisdiction and liability.	The current wording of the Article suggests that only the merits phase of an arbitration may be bifurcated.
21.16	If the dispute is being heard by a panel of arbitrators, the Arbitral Tribunal is entitled to delegate the responsibility for negotiating the Timetable of Arbitration Proceedings to any	Deleting the Article.	A party may justifiably feel aggrieved if the negotiation of the procedural timetable is delegated to the arbitrator nominated by the other side. As an alternative, the Rules

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	arbitrator within the Arbitral Tribunal.		could stipulate that the presiding arbitrator alone may negotiate the procedural timetable with the parties.[17]
37.3	If the Arbitral Tribunal seats as a panel of arbitrators, the Arbitral Tribunal may entrust the verification of evidence to one of the arbitrators.	Deleting this sentence.	For similar reasons to those given in relation to Article 21.16, a party may justifiably feel aggrieved if the verification of evidence is entrusted to one arbitrator alone. Therefore, we suggest deleting this Article.
24.6.1	The confidentiality regime will not be violated by: 1) publication of the arbitral award with the consent of all Parties, third parties and the Arbitral Tribunal.	Amending the Article so that the consent of third parties is not necessary for the publication of an award.	Unless specific circumstances justify the intervention of third parties in the arbitration, they should have no saying about the publication of an award. To the extent that this provision aims to protect the privacy rights of third parties, it could state that the publication of the award may be subject to redactions to protect privacy rights, including the rights of third parties.
26.1	The Arbitral Tribunal shall ensure that the arbitral award is rendered within a reasonable period of time after the last oral hearing or the last exchange of written documents in the case, but no later than: 1) one hundred forty (140) days from	Amending Article 26.2 to allow the Board to extend the time limit for a period considered appropriate under the circumstances.	The time limits for rendering an arbitral award are somewhat short for international commercial arbitrations. With that said, all of the arbitrators we interviewed stated that they had not had any difficulty in meeting those time limits. The proposed amendment would strike a balance between promoting the expeditious resolution of disputes and

[17] See SIAC Rules, Rule 19.5; LCIA Rules, Article 14.6; JAMS Rules, Article 21.6; SCC Rules, Article 41,2,

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	the date of the Arbitral Tribunal's constitution in case of arbitration of domestic disputes; 2) one hundred eighty (180) days from the date of the Arbitral Tribunal's constitution in case of international commercial arbitration; 3) one hundred eighty (180) days from the date of the Arbitral Tribunal's constitution in case of arbitration of Corporate Disputes; 4) seventy (70) days from the date of the Arbitral Tribunal's constitution in case of expedited arbitration.		allowing sufficient time for complex cases to be resolved, particularly in international arbitrations.[18]
26.2	The Board may, acting on the basis of a well-founded request of the Arbitral Tribunal, extend the terms set forth in Paragraph 1 of this Article, but for no longer than thirty (30) days.		

[18] See ICC Rules, Article 31; LCIA Rules, Article 15.10; ICDR Rules, Article 30.1; JAMS Rules, Article 34.1; SCC Rules, Article 43; HKIAC Rules, Article 31.2; CIETAC Rules, Article 48.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
30.1	The Claimant and the Respondent are entitled to amend or supplement the Claim or the Response respectively in the course of arbitration, as well as to present additional evidence.	Providing that either party may amend its claim or defense at any time, unless the tribunal considers it inappropriate, particularly with regard to the stage of the proceedings.	While Article 30.1 suggests that parties may amend their claims or defenses at any time, Article 30.2 suggests that the default position is that any such amendment will be rejected by the tribunal. The proposed amendment would clarify matters and be consistent with international best practice.[19]
30.2	The Arbitral Tribunal may reject the amended or supplemented claims or responses as well as any additional evidence filed in violation of the procedure prescribed by Article 21 of the Arbitration Rules.		
32.2	The Claimant may advance several claims covered by different Arbitration Agreements within one Request or Claim, if the	Adding a provision that claims may be brought under multiple contracts if all parties agree.	This would be consistent with the principle of party autonomy, and international best practice.[20]

[19] See ICC Rules, Article 23.4; UNCITRAL Rules, Article 20; SIAC Rules, Rule 20.5; LCIA Rules, Article 22.1(i); ICDR Rules, Article 9; JAMS Rules, Article 6.1; SCC Rules, Article 30; HKIAC Rules, Article 18.1; CIETAC Rules, Article 17.

[20] See ICC Rules, Article 9; SIAC Rules, Rule 6 and 8.1; JAMS Rules, Article 7.2; SCC Rules, Article 14.1; HKIAC Rules, Article 29; CIETAC Rules, Article 14.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	Arbitration Agreements are compatible, including as regards the seat and language of arbitration, the procedure for constitution of the Arbitral Tribunal and other material conditions, and provided that: 1) the Arbitration Agreements are made by the same parties; or 2) the parties to the Arbitration Agreements are not the same, but the disputes arise from the principal and ancillary obligations (or other interconnected obligations).		
32.2	2) the parties to the Arbitration Agreements are not the same, but the disputes arise from the principal and ancillary obligations (or other interconnected obligations).	Amending the phrase "the disputes arise from the principal and ancillary obligations (or other interconnected obligations)" could be changed to "the disputes arise from the same transaction, or from a series of related transactions".	The current phrase is unclear. This would also apply to Articles 33.2, 35.3 and 35.4.
33.2	The Board may also consolidate two or more commenced proceedings	Adding the word "or" between conditions 1 and 2.	This would make clear that either condition can be satisfied in order for the claims to be consolidated.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	administered by the RIMA upon the application of one of the Parties, if one of the following criteria is met: 1) the proceedings to be consolidated are based on the same Arbitration Agreement; 2) the proceedings to be consolidated are based on different Arbitration Agreements, if such Arbitration Agreements are compatible, including as regards the seat and language of arbitration, the procedure for constitution of the Arbitral Tribunal and other material conditions; and a) the Parties to the proceedings to be consolidated are the same; or b) the Parties to the proceedings to be consolidated are not the same, but the disputes arise from the principal and ancillary obligations (or other interconnected obligations).		

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
33.4	Consolidation of proceedings in accordance with Paragraph 1 of this Article is also allowed after the constitution of different Arbitral Tribunals in the proceedings to be consolidated, provided all of the following conditions are met: 1) all Parties to the proceedings to be consolidated have agreed upon the Arbitral Tribunal for the resolution of the dispute; 2) the consent(s) of the arbitrator(s) within the Arbitral Tribunals agreed upon by the Parties to resolve the dispute has(ve) been obtained; 3) all Parties to the proceedings to be consolidated have Chapter 4. Conduct of Arbitration 55 agreed to pay to the arbitrator(s) whose mandate is subject to termination, a special fee in accordance with Paragraph 4 of Article 9 of the	Amend the Article to : • Remove the requirement for the parties to agree on the tribunal for the consolidated arbitration; and • Allow the RAC to revoke the appointment of any arbitrators already appointed in consolidated cases.	Under the current Rules, the parties could agree to the consolidation but this agreement could be frustrated by their failure to agree on the tribunal for the consolidated procedure. This could be solved by giving the RAC the power to revoke the appointment of any arbitrators already appointed in consolidated cases and compensate any such arbitrators for their time spent on the case(s). This could either be taken out of the arbitration fee paid by the parties or by an additional fee requested of them in connection with the application for consolidation.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	Rules on Arbitration Fees and Arbitration Costs.		
33.5	Unless the Parties have agreed otherwise, in case of consolidation of proceedings that did not involve already constituted Arbitral Tribunals, the earlier of the proceedings shall proceed. The proceedings commenced later shall terminate.	Amending these Articles to provide that, unless otherwise agreed by the parties, the proceedings that commenced earlier shall continue and the proceedings that commenced later shall be terminated.	The current provisions are lengthy and could be significantly shortened and simplified in this way. This would also be consistent with international best practice.[21]
33.6	In case of consolidation of proceedings involving an already constituted Arbitral Tribunal, the proceedings where the Arbitral Tribunal has already been constituted shall proceed. The proceedings where the Arbitral Tribunal has		

[21] See ICC Rules, Article 10; SIAC Rules, Rule 8.5; ICDR Rules, Article 8.5; HKIAC Rules, Article 28.6; CIETAC Rules, Article 19.2.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	not been constituted shall terminate.		
33.7	In case of consolidation of proceedings with identical Arbitral Tribunals, the proceedings that commenced earlier shall continue. The proceedings that commenced later shall be terminated.		
33.8	In case of consolidation of proceedings in accordance with Paragraph 1 of this Article, the proceedings agreed upon by all Parties to the proceedings to be consolidated shall proceed.		
34.2	The power of attorney shall be made in Russian. The power of attorney made in a foreign language shall be accompanied by an official notarized translation into Russian.	Considering whether it is necessary for the parties to file a power of attorney in Russian (or with a translation in Russian) if the arbitration is not seated in Russia.	It may be unduly burdensome on parties to obtain an official notarized translation into Russian.
With regard to the provisions regarding consolidation, we recommend adding a provision that parties to consolidated arbitrations are deemed to have waived their right to nominate an arbitrator, and that the Board may appoint arbitrators without regard to the parties'			

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
nominations. This could avoid significant complications to the nomination and appointment process where there are multiple parties to the consolidated arbitrations.[22]			
With regard to the provisions regarding joinder, we recommend the addition of provisions that: (a) the RAC may revoke the appointment of any arbitrators appointed before the joinder,[23] which would allow the resolution of any conflicts created by the joinder of the party (alternatively, it could be provided that no party may be joined after the appointment of any arbitrator,[24] which would avoid conflicts arising in the first place); (b) the tribunal or the RAC's decision on joinder is without prejudice to the tribunal's decision on jurisdiction,[25] which allows the decision on joinder to be made quickly while preserving the tribunal's right to decide on its jurisdiction upon full submissions by the parties; and (c) an application for joinder may be made no later than the filing of the Defense,[26] which minimizes the disruption caused by the joinder.			
34.1	The Parties and the third parties are entitled to present their	Amending the Articles to clarify how third parties are	

[22] See JAMS Rules, Article 7.1; HKIAC Rules, Article 28.8; SIAC Rules, Rule 8.12.

[23] See SIAC Rules, Rule 7.6; HKIAC Rules, Article 27.13; SCC Rules, Article 13.8.

[24] See ICC Rules, Article 7.1;

[25] See SCC Rules, Article 13.7; HKIAC Rules, Article 27.2; SIAC Rules, 7.10.

[26] See HKIAC Rules, Article 27.3.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	cases in the arbitration administered by the RIMA directly or through duly authorized representatives appointed by the Parties or the third parties respectively.	entitled to "participate in" an arbitration or to "present their cases", such as the circumstances under which third parties may participate, whether they are entitled to receive or make submissions, to make requests to the tribunal, or to attend the hearing.	Clarify the scope of the participation of third-parties in the arbitration.
36.1	A third party is entitled to participate in arbitration upon its application for participation provided that the Parties consent to such participation.		
37.2	A Party is entitled to present original documentary evidence or certified copies thereof.	Amending these Articles so that they are less strict with regard to the presentation of evidence.	These Articles could be unduly burdensome on the parties, and are contrary to typical practice in international arbitration. In most cases, ordinary copies of documents may be provided and witness statements may be presented with a simple signature (i.e. without notarization).
45.3	Witness testimony may be submitted by any Party as a written statement signed by the witness and verified by a notary, or as the witness's interview conducted by a notary or an attorney accompanied by an audio recording of the interview on a USB Flash Drive.		

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
37.4	The arbitrators shall assess the evidence according to their inner conviction.	Deleting the Article.	It is unclear what this Article is intended to mean, and it may be unnecessary to prescribe (even in general terms) the manner in which the arbitrators shall assess the evidence.
39	N/A (the Article in general)	Simplifying Article 39 (Oral Hearings and Written Proceedings) to provide that a hearing will be held if one party requests.	Article 39 is somewhat complicated and could be simplified by providing that a hearing will be held if one party requests, which is the essence of the Article in its current form.[27]
40.3	While exercising their functions, the Arbitral Tribunal's assistants shall remain impartial and independent and avoid conflicts of interest.	Add a provision requiring the tribunal assistant to execute a declaration of impartiality and independence.	While we understand that the RAC already has adequate procedures for avoiding conflicts of interest involving tribunal assistants, it would be optimal if assistants were required (like arbitrators) to execute declarations of impartiality and independence.
42 and 43	N/A (the Articles in general)	Consider deleting Article 42 (Postponement of Oral Hearings) and Article 43 (Suspension of Arbitration)	These Articles may not be necessary, as these matters could be left at the discretion of the tribunal. Deleting these Articles would contribute to the overall benefit of shortening and simplifying the Rules.
44.1	The Arbitral Tribunal may appoint one or several experts to present written opinions on	Amending the Article to clarify whether the parties may also appoint an expert.	The Rules are clear that the tribunal may appoint an expert, but not whether the parties may also appoint an expert(s).

[27] See, ICC Rules, Article 25.6; UNCITRAL Rules, Article 15.2; SIAC Rules, Rule 24.1; LCIA Rules, Article 19.1; JAMS Rules, Article 24.1; SCC Rules, Article 32.3; CIETAC Rules, Article 35.2.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	the issues specified by the Arbitral Tribunal that require special knowledge.		

We also suggest that the RAC consider adding some of the following provisions to this section of the Rules, including that:

(a) if a party is funded by a third party, the funded party should communicate the identity of the third party to the RAC, the tribunal and the other parties;[28]

(b) the parties must notify the tribunal of change in their representatives,[29] which allows the tribunal to manage potential conflicts of interest; and

(c) the parties may refuse or limit the appearance of witnesses,[30] which allows the tribunal to preserve the efficiency of proceedings in disputes where both parties have submitted multiple witness statements.

[28] See, HKIAC Rules, Article 44.

[29] See SIAC Rules, Rule 23.2; LCIA Rules, Rule 18.3; JAMS Rules, Article 20.2; HKIAC Rules, Article 13.7.

[30] See SIAC Rules, Rule 25.2; JAMS Rules, Article 27.4.

E. Interim measures (Articles 46-51)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
46.1	Unless the Parties agreed otherwise, the Arbitral Tribunal, or, prior to the constitution of the Arbitral Tribunal, the person specified in Paragraphs 1 or 3 of Article 49 of the Arbitration Rules, may, upon the application of any Party, order one of the Parties to undertake urgent provisional measures aimed at securing the claim or property interests, as well as at preserving the evidence that may be relevant for the arbitration and essential for resolving the dispute (hereinafter, the "interim measures") it deems appropriate.	Simplifying the Article by providing that the tribunal may order any interim measure it considers appropriate. There also appears to be a typographical error at the end of the Article.	This would avoid a debate among the parties and the tribunal as to whether a particular measure falls within the criteria currently specified in Article 46.1. Mandatory criteria may also be set out in the applicable domestic law. A simple provision, as per the suggested amendment, would be consistent with international best practice.[31]

[31] See, ICC Rules, Article 28.1; UNCITRAL Rules, Article 26; SIAC Rules, Rule 30.1; LCIA Rules, Article 25.1; ICDR Rules, Article 24.1; JAMS Rules, Article 32.1; SCC Rules, Article 37.1; HKIAC Rules, Article 23; CIETAC Rules, Article 23.2.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
46.3	Interim measures shall correspond to the value of the claim.	Deleting or reconsidering the Article.	It is unclear what the Article is intended to mean. If the RAC wishes to provide that interim measures should not impose a burden on a party which is out of proportion with the value of the claim, this could be clarified. Alternatively, the Article could be deleted.
48.1	The application for interim measures shall be considered by the Arbitral Tribunal no later than on the day following the date of receipt hereof by the RIMA, without notifying the Parties and without the Parties' participation, except where the Arbitral Tribunal finds the information and documents submitted by the respective Party insufficient to decide the issue of introduction of interim measures.	Amending the Article to remove the requirement that all applications for interim measures be decided within one day. Instead, the deadline for such applications could be left in the discretion of the tribunal, which could tailor the timeframe to the urgency of the application in each case.	The requirement for *all* applications for interim measures to be considered within one day imposes a significant burden on the tribunal and deprives the counterparty of an opportunity to address the tribunal regarding the application before the measures are introduced Further, the majority of interim measures applications will not be so urgent that they must be decided within one day.
49.1	The order to introduce interim measures prior to the constitution of the Arbitral Tribunal may be issued by the President of the Board.	Amending the Article so that applications for interim relief prior to the constitution of the tribunal are considered by an emergency arbitrator rather than the RAC Board.	Allocating such applications for interim relief to emergency arbitrators, rather than the RAC Board, would protect the reputation and independence of the RAC. The current approach requires the RAC to become involved in the merits of the parties' dispute, which inevitably will often leave one party disappointed with whatever decision is reached.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
			The revised approach would also be consistent with international best practice.[32]
51	N/A (the Article in general)	Deleting Article 51 (Interim Measures Granted by State Courts with Respect to Arbitration).	This Article may be ineffective as the requirements for the application would be governed by the rules of the competent court, and may differ from those stipulated in the Article. Deleting the Article would also achieve the overall goal of simplifying and shortening the Rules.

[32] See, ICC Rules, Article 29; SIAC Rules, Rule 30.2 and Schedule 1; LCIA Rules, Article 9B; ICDR Rules, Article 6.2; JAMS Rules, Article 3; CIETAC Rules, Article 23.2.

F. Arbitral awards and orders (Articles 52-62)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
60	N/A (the Article in general)	Deleting Article 60 (Termination of Arbitration).	This Article may be unnecessary as it remains with the power of the tribunal and/or the RAC to terminate the arbitration in the circumstances listed in the Article. In relation to Article 60.1 specifically, the same effect is already achieved by Article 59.1 ("The arbitral award shall be binding upon the Parties from the date of its rendering and shall be enforceable immediately"). Deleting the Article would also achieve the overall goal of simplifying and shortening the Rules.
We suggest adding the following rules to this section of the Rules: (a) a provision that the tribunal may award simple or compound interest, subject to the applicable legislation;[33] (b) provisions for a procedure by which the parties may apply for the interpretation of an award;[34] and (c) a provision that the tribunal may not issue an award until it has been submitted to the RAC for scrutiny,[35] which we understand is existing RAC practice.			

[33] See, SIAC Rules, Rule 32.9.

[34] See, ICC Rules, Article 36.1; UNCITRAL Rules, Article 35; HKIAC Rules, Article 39; SIAC Rules, Rule 33.4.

[35] See, ICC Rules, Article 34; SIAC Rules, Rule 32.3; JAMS Rules, Article 35.3; CIETAC Rules, Article 51.

G. Expedited arbitration (Articles 63-68)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
64.4	If the value of the claim is increased after the Arbitral Tribunal's constitution and exceeds the amount set forth in Paragraph 2 of this Article, the expedited arbitration shall be terminated, unless the Parties agree that the dispute shall be resolved by a sole arbitrator by means of a standard arbitration procedure provided for in the Arbitration Rules.	Amending the Article so that the default is that the arbitration shall continue as a standard arbitration procedure with the number of arbitrators stipulated in the parties' agreement, unless the parties agree otherwise.	The current default – that the arbitration shall be terminated – is somewhat excessive, and defeats the original intention of the parties to resolve their disputes by arbitration. It could be expected that a respondent will rarely agree to the arbitration continuing, forcing the claimant to start a new arbitration which would be time-consuming and expensive for both parties.
The RAC could consider adding a provision that the tribunal may decide or the parties may agree that the expedited procedure should no longer apply to a particular dispute.[36]			

[36] See, ICC Rules, Appendix VI, Article 1.4; SIAC Rules, Rule 5.4; HKIAC Rules, Article 42.3.

H. Rules on Arbitration of Corporate Disputes (Articles 69-82)

We have no recommendations for the Rules on Arbitration of Corporate Disputes.

I. Miscellaneous (Articles 83-85)

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
83.5	If the Arbitral Tribunal renders an order on its jurisdiction as a preliminary matter, the Party may, in accordance with the procedure set forth in the law, file an application on the lack of jurisdiction of the Arbitral Tribunal with a competent court, unless the Parties have excluded this possibility by means of a direct (special) agreement.	Deleting the Article.	This provision may be ineffective (as the applicable law will determine whether parties have such a right).
We also suggest that the RAC consider adding some of the following provisions to this section of the Rules, including that: (a) in the event of a conflict, the tribunal's interpretation of the Rules will prevail over the Board's interpretation;[37] (b) the Board's decisions need not be reasoned, unless otherwise stated in the Rules;[38]			

[37] HKIAC Rules, Article 2.1.

[38] HKIAC Rules, Article 2.2; SIAC Rules, Rule 40.1.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	(c) the decisions of the Board are final and binding on the parties,[39] who waive the right to challenge them before a competent court;[40] (d) the law applicable to the arbitration agreement is the law of the seat, unless the parties have otherwise agreed in writing;[41] and (e) any mandatory provisions of applicable law shall take precedence over the Rules and any agreement between the parties.[42] Finally, we recommend the addition of a general rule outlining the powers of the tribunal. This could specify each of the individual powers of the tribunal.[43] Alternatively or in addition, the RAC could consider including a rule providing that, in all matters not expressly provided for in the Rules, the tribunal shall act in the spirit of the Rules and take all reasonable efforts to ensure the fair, expeditions and cost-effective resolution of the dispute.[44]		

[39] LCIA Rules, Article 29.1; SIAC Rules, Rule 40.1

[40] LCIA Rules, Article 29.2; SIAC Rules, Rule 40.1.

[41] LCIA Rules, Article 16.4.

[42] ICDR Rules, Article 1.2; JAMS Rules, Article 1.5.

[43] SIAC Rules, Rule 27.

[44] See ICC Rules, Article 19 and 42; SIAC Rules, Rule 41.2; LCIA Rules, Rule 32.2; SCC Rules, Article 2; HKIAC Rules, Article 13.9.

J. Rules on Arbitration Fees and Arbitration Costs (Articles 1-15)

As a first general comment, in certain circumstances, it could be confusing for the Rules on Arbitration Fees and Arbitration Costs to be defined as "the Rules" (Article 1.1). For example, a reference to Article 1 of the Rules could be a reference to either Article 1 of the main Arbitration Rules, or the Rules on Arbitration Fees and Arbitration Costs. The RAC could consider moving much of the detail in the Rules on Arbitration Fees and Arbitration Costs to a separate Schedule of Costs or Practice Note, and for them to be defined as the "Costs Rules".

Second, it is slightly unclear how many fees there are, how they relate to one another, and when they must be paid.

(a) It is clear that there is a registration fee to be paid when the Request or Claim is filed (Article 2).

(b) It is also clear that there is an arbitration fee, which appears to consist of an administrative fee and an arbitrators' fee (which, by default, is calculated on an ad valorem basis though the parties can agree that it should be calculated on an hourly basis).

(c) It is, however, unclear how the administrative fee is to be calculated when the arbitrators' fee is calculated on an hourly basis.

(d) The Rules on Arbitration Fees and Costs also refer to an "advance payment" of arbitration costs, but it is unclear whether this is separate to the above and, if so, how it is to be calculated. The term "advance payment" is used multiple times in different contexts; sometimes capitalized and sometimes not.[45] Article 10 provides that the advance payment shall be calculated in accordance with Article 11, but Article 11 does not stipulate how it is to be calculated.

It should be clarified how many different fees are to be paid, how they are to be calculated and how they relate to each other.

---

[45] Article 5.5 refers to advance payment of the arbitration fee (see also Articles 5.6, 5.8 and 12). Article 10 also refers to an advance payment for the Arbitration Costs (i.e. the tribunal's expenses).

Third, it is somewhat unclear whether the arbitrator's fees listed in Article 15 are for one arbitrator or the tribunal as a whole.

(a) Given the amounts, it appears to be the former. However, footnotes 8 and 9 are somewhat confusing and could be interpreted to mean that the listed arbitrator's fees for higher value disputes are for the tribunal as a whole (i.e. the listed arbitrator's fee is to be shared between the three arbitrators).

(b) Further, Articles 4.5 and 4.6 are somewhat confusing. The intended meaning of Article 4.5 appears to be that, if the Rules on Arbitration Fees and Costs provide that a particular dispute is to be decided by three arbitrators (i.e. because it is an international commercial dispute worth more than US$500,000) but the parties agree to a sole arbitrator, the arbitrator's fee listed in Article 15 should be decreased by 20%. This is logical as sole arbitrators are often more efficient than a panel of three arbitrators because there is no need to spend time discussing matters with co-arbitrators. (However, we note that a sole arbitrator sitting in a case worth US$500,000 would be entitled to a fee lower than an arbitrator sitting in a case worth US$400,000.[46])

(c) Conversely, the intended meaning of Article 4.6 appears to be that, if the Rules on Arbitration Fees and Costs provide that a particular dispute is to be decided by one arbitrator (i.e. because it is an international commercial dispute worth less than US$500,000) but the parties agree to three arbitrators, the arbitrator's fee listed in Article 15 should be increased by 20%. Again, this is logical as three arbitrators often spend more time on a case, compared to a sole arbitrator, because of the time required to discuss matters. (However, we note that three arbitrators sitting in a case worth US$400,000 would be entitled to a fee higher than three arbitrators sitting in a case worth US$500,000.[47])

It may be easier to:

---

[46] The arbitrator in a US$400,000 case would be entitled to a fee of US$19,600. The arbitrator in a US$500,000 case would be entitled to a fee of US$17,680 (US$22,100 minus 20% in accordance with Article 4.5).

[47] The three arbitrators in a US$500,000 case would be entitled to a fee of US$22,100. The three arbitrators in a US$400,000 case would be entitled to a fee of US$23,520 (US$19,600 plus 20% in accordance with Article 4.6).

(a) list all arbitrator's fees as the fee for one individual arbitrator; and

(b) in the case of a tribunal of three arbitrators, provide that each arbitrator is entitled to the listed arbitrator's fee, but the Administrative Office in its discretion may increase the fee for each arbitrator by up to 20%.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
12.4	The arbitration fee, the advance payment of the arbitration fee and the advance payment of arbitration costs shall be paid in Russian Rubles. Unless this contradicts the effective legislation, the arbitration fee, the advance payment of the arbitration fee and the advance payment of arbitration costs may be paid in US Dollars or Euros.	Amending the Article to make clear that fees may be paid in either Russian Rubles or US Dollars.	It is currently unclear whether the parties are required to pay in Russian Rubles.
We also suggest that the RAC consider adding some of the following provisions to this section of the Rules, including that: (a) the RAC can adjust the arbitration fee at any time;[48]			

[48] ICC Rules, Article 37.5; SCC Rules, Article 51.4.

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
	(b) the RAC can also depart from the ad valorem scale if the circumstances require, such as if the dispute is particularly complex;[49] and (c) the tribunal may order that one party pay some or all of the legal costs of the other party.[50]		

[49] ICC Rules, Article 38.2; SIAC Rules, Rule 34.9 and 36.1; HKIAC Rules, Schedule 1, Article 2.5; LCIA Rules, Schedule of Costs, para 2; SCC Rules, Appendix III, Article 3(3).

[50] ICC Rules, Article 38.1; SIAC Rules, Rule 39.1; HKIAC Rules, Article 34.3; LCIA Rules, Article 28.3; ICDR Rules, Article 34; SCC Rules, Article 50.

K. RAC Board and Administrative Office Procedures

We have already made some recommendations for how the RAC could amend its Board and Administrative Office Procedures (see Section III).

In addition, we recommend that the RAC consider including provisions:

(a) for the process governing the removal of a Board member in the unlikely event that they are incapable of performing their duties as Board member;[51] and

(b) that members of the Board and Administrative Office may not act as arbitrators in any RAC arbitrations, unless nominated by one of the parties to do so. This is consistent with international best practice.[52] By limiting the circumstances in which a Board member may be appointed as arbitrator, this would reduce the number of situations in which a risk of apparent or actual conflicts of interest may arise (for example, when the Board is called upon to determine a challenge to a member of the Board sitting as arbitrator). Of course, such a risk may still arise when a Board member is nominated as an arbitrator by a party, but this is an acceptable price to pay in order to preserve the right of parties to nominate an arbitrator of their choosing; opposing parties will retain the right to challenge the arbitrator if they wish to do so. In this regard, we note

[51] SCC Rules, Appendix I, Article 5.

[52] ICC Rules, Appendix II, Article 2.1; LCIA Rules, Article 5.10; SIAC Practice Note on Administered Cases, para 7.

that such a situation is on the "Orange List" of the IBA Guidelines, meaning that the arbitrator would be obliged to disclose his or her status as a board member of the appointing authority (in this case, the RAC) but a conflict of interest would not be deemed to arise automatically.[53]

[53] Specifically, the Orange List includes a scenario whereby "the arbitrator holds one position in an arbitration institution with appointing authority over the dispute (IBA Guidelines, Part II, para 3.5.3).

L. Ad hoc Arbitration Rules

The RAC's ad hoc arbitration rules are broadly consistent with international best practice.

We recommend that provisions be added to the ad hoc arbitration rules regarding the circumstances and manner in which the RAC will collect advances from the parties to cover the arbitrators' fees. An exclusion of liability for the RAC and the arbitrations could also be included.

M. Rules for Nuclear Disputes

Rule	Relevant text of the Rule	Dechert recommendation	Reasons for the recommendation
2.1	The Division Rules are RAC rules governing arbitration of civil law disputes in the nuclear field.	Adding the criteria governing when a dispute will be deemed to be a dispute in the nuclear field and who decides whether a dispute falls within the scope.	It is not currently clear when a dispute will be deemed to be a dispute in the nuclear field.
4.6	"Competent Court" shall mean the court of the Russian Federation determined in accordance with the applicable legislation of the Russian Federation.	Removing this definition.	As noted above in relation to the main rules, the existing definition would be inappropriate for disputes where the parties have chosen another jurisdiction as the seat of their arbitration.[54] We suggest removing the definition, as it does not appear to be necessary to define the term; the competent court will be determined by the relevant legislation at the parties' chosen seat.
8.3	The Claim shall contain: 1) the name, Primary State Registration Number and/or Taxpayer's Identification Number (or analogous information in case of foreign persons and entities) and contact details of the Claimant (including the postal address,	Deleting these Articles.	As noted above in relation to the main Rules, requiring the parties to provide this much detail regarding themselves appears unnecessary and may raise privacy concerns.

[54] As permitted by Article 22.1.

	telephone number, facsimile number, e-mail) and analogous information related to the Claimant's representatives; 2) the name, Primary State Registration Number and/or Taxpayer's Identification Number (or analogous information in case of foreign persons and entities) and all contact details of the Respondent known to the Claimant (including the postal address, telephone number, facsimile number, e-mail) and, if known, analogous information related to the Claimant's representatives.		
9.3	The Response shall contain: 1) the name, Primary State Registration Number and/or Taxpayer's Identification Number (or analogous information in case of foreign persons and entities) and contact details of the Respondent (including its postal address, telephone		

	number, facsimile number, e-mail) and (if any) analogous information related to the Respondent's representatives.		

ANNEX B

Arif H. Ali
Partner
Co-Chair of International Arbitration

Washington, D.C. +1 202 261 3307
London +44 20 7184 7557
arif.ali@dechert.com

Arif Hyder Ali is the co-chair of Dechert's International Arbitration practice, which consists of some 50 partners and associates across the firm's 26 offices. He splits his time between the firm's Washington, D.C. and London offices. He is also an Adjunct Professor of Law at Georgetown University, where he teaches international commercial and investment arbitration. From 2007 to 2012 he was an Honorary Lecturer and Global Faculty Member of the University of Dundee's Centre for Energy, Mining and Petroleum Law and Policy. In 2001, he was decorated with the Order of Bahrain (II) for his role in the resolution of Bahrain's maritime and territorial boundary dispute with Qatar before the International Court of Justice.

Mr. Ali has served as lead trial counsel in international investment, commercial and construction arbitrations under many of the major international and regional arbitral regimes and covering a broad range of industries and economic activity, including foreign direct investment; privatization; the construction, operation and commercialization of thermal, nuclear, and hydro power plants; oil and gas pipeline construction and concession-related matters; mining concessions; gas pricing disputes; natural resource exploitation projects and contracts; the development and operation of tourism and hospitality projects; project finance and development agreements; contract stabilization and renegotiation issues; patents and trademarks; Internet governance and top-level domains; and information technology-related disputes. He has represented parties from the United States, Canada, Central and South America, Europe, the Middle East, Africa, and across Asia

Mr. Ali is consistently rated as one of the world's leading international arbitration and public international law specialists by *Chambers and Partners*, *Legal 500*, *Global Arbitration Review*, *Who's Who in American Law*, *Who's Who in Public International Law*, T*he Legal Media Group's Guide to the World's Experts in Commercial Arbitration*, *Lawdragon*, *PLC Which Lawyer?*, *The International Who's Who of Business Lawyers*, *Washington Super Lawyers*, *The International Who's Who of Commercial Arbitration Lawyers* and *The Best Lawyers in America*.

Education

Columbia University, B.A., 1986, summa cum laude, Phi Beta Kappa Honors Society
New York University School of Law, J.D., 1990, Vanderbilt Medal

Bar Admissions/Qualifications

District of Columbia and Registered Foreign Lawyer, England and Wales

Languages

English, Spanish, French, Urdu, Hindi, Bengali and Portuguese

Memberships

- Editorial Board, Arbitration and Mediation Review
- Editorial Board, Dispute Resolution International
- Advisory Board Member, Foreign Direct Investment International Moot Court Competition
- Advisory Board Member, International Bar Association's Subcommittee on Investment Arbitration
- Users Council, Singapore International Arbitration Centre (SIAC)

Érica Franzetti
Partner
International Arbitration

Washington, D.C. +1 202 261 3453
erica.franzetti@dechert.com

Érica Franzetti concentrates her practice on international commercial and investor-state arbitration matters across multiple industry sectors (e.g. energy and natural resources, life sciences, financial services, hospitality and information technology) and jurisdictions (e.g. the United States, Brazil, Colombia, Argentina, Chile, Peru, Croatia, Hungary and the Philippines). Ms. Franzetti has extensive experience advising clients in cases involving multiple procedural rules and has appeared before the International Centre for Settlement of Investment Disputes (ICSID), the International Chamber of Commerce (ICC), the International Centre for Dispute Resolution (ICDR) and United Nations Commission on International Trade Law (UNCITRAL) arbitral tribunals.

Prior to practicing international arbitration, Ms. Franzetti practiced law at a leading Brazil-based law firm, where she represented clients in complex commercial litigation proceedings before the Brazilian courts.

Ms. Franzetti has received consistent professional recognition during the last few years. Chambers Latin America nominated her as an “Associate to Watch” 2013-2015, and Latinvex noted her as a “Rising legal star in Latin America” in 2015. More recently, she has been recognized in the Arbitration Future Leaders section of Who's Who Legal: Arbitration 2018 and 2019, and as a "Rising Star" for commercial arbitration by Euromoney/Legal Media Group in its Expert Guides series 2018 editions. The Legal 500 USA 2019 qualify her as a “superstar” who stands out for her “extremely well-versed” approach in high-stakes international disputes. The Legal 500 Latin America 2019 notes her as “extremely effective during cross examination and highly persuasive giving written and oral arguments.” More recently, Chambers and Partners USA 2020 ranked her as “up and coming.”

Education

University of São Paulo Law School, LL.B, 2000
Getúlio Vargas Foundation, Graduate Studies in Economics and Business Law, 2006
Georgetown University, LL.M., 2008

Bar Admissions/Qualifications

District of Columbia
New York
Brazil

Languages

English, Portuguese and Spanish

Memberships

- Advisory Board of the Institute for the Transnational Arbitration
- Panel of Arbitrators of the American Arbitration Association
- International Bar Association
- Arbitral Women

Henry Defriez
Associate
International Arbitration

Washington, D.C. +1 202 261 3372
henry.defriez@dechert.com

Henry Defriez* focuses his practice on international commercial and investor-state arbitrations. He has handled cases before the Singapore International Arbitration Centre (SIAC), the International Chamber of Commerce (ICC), the Hong Kong International Arbitration Centre (HKIAC), the International Centre for Settlement of Investment Disputes (ICSID), the London Centre of International Arbitration (LCIA) and the Court of Arbitration for Sport (CAS), as well as under the rules of the United Nations Commission on International Trade Law (UNCITRAL).

Mr. Defriez has advised parties in disputes in Asia, Europe, the Middle East, Africa, North America, and South America, which have arisen out of the oil & gas, mining, electricity, construction, healthcare, financial, and telecommunications sectors. The laws considered and applied in these disputes include those of Argentina, Belgium, China, Colombia, England and Wales, France, India, Indonesia, Japan, Korea, Kuwait, Luxembourg, Nigeria, the Netherlands, Panama, Qatar, Russia, Singapore, Spain, Switzerland, Turkey, several states of the United States, the UAE, Venezuela, and Vietnam.

Prior to joining Dechert, Mr. Defriez worked in the London and Washington, D.C. offices of another international law firm.

Education

The University of Nottingham, B.A., History, 2007, 2:1
BPP Law School, Graduate Diploma in Law, 2009, Commendation
BPP Law School, Legal Practice Course, 2011, Distinction

Bar Admissions/Qualifications

*Admitted in England and Wales only; Practice is supervised by principals of the firm who are members of the DC Bar

Languages

English
French
Spanish

Memberships

- YSIAC

Tamar Sarjveladze
Associate
International Arbitration

New York +1 646 731 6153
tamar.sarjveladze@dechert.com

Tamar Sarjveladze focuses her practice on international arbitration and public international law. Ms. Sarjveladze has worked in the United Nations Office of Legal Affairs, the Special Tribunal for Lebanon and the United Nations International Criminal Tribunal for the former Yugoslavia.

Education

Ivane Javakhishvili Tbilisi State University, LL.B., 2009, with Honors
Erasmus University Rotterdam, LL.M., 2011
Columbia Law School, LL.M., 2018, Harlan Fiske Stone Scholar

Bar Admissions/Qualifications

New York
Georgia

Languages

English
Georgian
Russian