



**BAKU
ARBITRATION
CENTRE** 

ARBITRATION RULES

In force as from 18 October 2025

BAKU ARBITRATION CENTRE - ARBITRATION RULES

BAKU ARBITRATION CENTRE

contact@bakuarbitrationcentre.org
www.bakuarbitrationcentre.org

T: +994(10) 365 55 14

Baku Arbitration Centre
Bülbul prospekti 18,
Baku, Azerbaijan
www.bakuarbitrationcentre.org

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BAKU ARBITRATION CENTRE

ARBITRATION RULES

In force as from 18 October 2025

**BAKU ARBITRATION CENTRE ARBITRATION RULES
INTRODUCTORY RULES**

SECTION I: INTRODUCTORY RULES

ARTICLE 1: THE BAKU ARBITRATION CENTRE

1.1 The Baku Arbitration Centre (“Centre”) is an independent and permanent arbitral institution established for the purpose of providing institutional arbitration services.

1.2 The following bodies operate on behalf of the Baku Arbitration Centre: the Board of Directors, headed by the President of the Board; the Arbitration Commission; and the Secretariat of the Arbitration Commission, headed by the Secretary General.

1.3 The Baku Arbitration Centre does not itself resolve disputes; it administers them. The dispute resolution functions are performed by Arbitral Tribunals.

1.4 The Arbitration Commission is an autonomous body of the Centre. It administers the resolution of disputes by Arbitral Tribunals in accordance with these Rules.

1.5 The Arbitration Commission is assisted in its work by the Secretariat of the Arbitration Commission (the “Secretariat”), under the direction of its Secretary General (the “Secretary General”).

1.6 The structure and functions of the Arbitration Commission, the Secretariat, and the Board of Directors of the Centre are set forth in Appendix I.

ARTICLE 2: SCOPE OF APPLICATION

2.1. Where the parties have agreed to refer their disputes to the Baku Arbitration Centre in accordance with its Arbitration Rules of the Baku Arbitration Centre, the parties shall be deemed to have agreed that the arbitration shall be conducted in accordance with and administered by the Baku Arbitration Centre pursuant to these Rules.

2.2. These Rules shall apply to domestic and international arbitrations commenced under a contract, treaty, or other instrument.

2.3. These Rules shall govern the arbitration, except that, where any provision of these Rules conflicts with a mandatory

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provision of the law applicable to the arbitration, that mandatory provision shall prevail.

2.4. These Rules shall include the Appendices attached thereto, which shall form an integral part of the Rules.

ARTICLE 3: DEFINITIONS

3.1 In addition to the terms defined elsewhere in these Rules, the following definitions apply:

Arbitration Agreement: An agreement by which the parties agree to submit to arbitration all or certain disputes which have arisen or may arise between them. An Arbitration Agreement may be in the form of an arbitration clause in a contract or a separate agreement.

Arbitral Tribunal: A sole arbitrator or a panel of more than one arbitrator appointed in the arbitration.

Award: Includes an interim, interlocutory, consent, partial, final or additional award as well as an award of an Emergency Arbitrator.

Claimant: A party, or parties, initiating recourse to arbitration under these Rules.

Respondent: A party against whom a Claimant seeks recourse to arbitration under these Rules.

Rules: The Arbitration Rules of the Baku Arbitration Centre (First Edition, 18 October 2025).

Schedule of Fees: The Baku Arbitration Centre Schedule of Fees in force at the date of commencement of the arbitration.

ARTICLE 4: COMMUNICATIONS

4.1 Written communications – including notices, notifications, written submissions, and materials – may be transmitted by delivery against receipt, registered post, courier, email, or any means that provides or allows for a record of its transmission.

4.2 Notwithstanding the chosen means of sending communications, all documents shall be submitted by the Parties to the Centre in electronic form, either by email or through the Centre's Online Arbitration Platform.

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INTRODUCTORY RULES**

4.3 If an address has been designated by the parties or their representatives for the purpose of the arbitration, any notice delivered to that address shall be deemed received.

4.4 In the absence of such designation or authorization, a communication is deemed received if delivered:

(a) to the addressee personally, or to its authorized representative;

(b) to the addressee's place of business, habitual residence, or mailing address of the addressee;

If, after reasonable efforts, delivery cannot be affected in accordance with paragraphs (a) or (b), a communication is deemed received if sent to the addressee's last-known place of business, habitual residence, or mailing address by any of the modes of communication under Article 4(1).

4.5 A communication is deemed made on the day it is received by the party or its representative, or would have been received if made pursuant to Article 4(1).

ARTICLE 5: CALCULATION OF PERIODS OF TIME

5.1 For the purpose of calculating any period of time under these Rules, such period shall begin on the day following the day on which a communication is received. Unless the Arbitral Tribunal determines, or the parties agree otherwise, any period of time under these Rules shall be calculated with reference to Baku Standard Time.

5.2 If the last day of such period is an official holiday or a non-business day at the place of receipt, the period is extended until the first business day that follows. Official holidays or non-business days occurring during the period shall be included in its calculation.

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COMMENCEMENT OF ARBITRATION**

SECTION II: COMMENCEMENT OF ARBITRATION

ARTICLE 6: NOTICE OF ARBITRATION

6.1 The Claimant shall communicate a Notice of Arbitration to the Secretariat and to the Respondent.

6.2 The date of commencement of the arbitration is the date on which the Notice is received by the Secretariat. The Secretariat shall notify the parties of the commencement of the arbitration.

6.3 The Notice of Arbitration shall include the following:

- (a) a demand that the dispute be referred to arbitration;
- (b) the name in full, address and other contact details of the parties to the arbitration and their representatives, if any;
- (c) a copy or description of the Arbitration Agreement invoked;
- (d) a copy or description of the contract or other legal instrument out of or in relation to which the dispute arises or, in the absence thereof, a brief description of the relevant relationship;
- (e) a description of the nature and circumstances of the dispute giving rise to the claims, the relief sought, an initial estimate of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
- (f) any observations as to the applicable rules of law, seat of the arbitration, language of the arbitration, number of arbitrators, and procedure for the constitution of the Arbitral tribunal;
- (g) a disclosure of any third-party funding agreement, including the full name and contact details of the third-party funder;
- (h) confirmation of payment of the Filing Fee in accordance with the Schedule of Fees in force on the date the Notice of Arbitration is submitted;
- (i) the date and mode of delivery of the Notice to the Respondent; and
- (j) where the Claimant requests transmission of the Notice by delivery against receipt, registered post or courier, a sufficient number of copies for each other party, each arbitrator, and the Secretariat.

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COMMENCEMENT OF ARBITRATION**

6.4 The Notice of Arbitration may include the Statement of Claim in accordance with Article 14.

6.5 Failing payment of the Filing Fee by the Claimant or if the Notice of Arbitration does not comply with the requirements under Article 6(3), the Secretariat may set a time limit for the Claimant to pay the Filing Fee or to remedy the deWiciency. If the Claimant fails to do so within the set time limit, the Wile shall be closed without prejudice to the Claimant's right to submit the same claims at a later date in another Notice of Arbitration.

6.6 If the Notice of Arbitration complies with the requirements, the Secretariat, upon payment of the Filing Fee, shall transmit a copy of the Notice of Arbitration, and the documents annexed thereto to the Respondent for its Answer to the Notice.

**ARTICLE 7: RESPONSE TO THE NOTICE OF ARBITRATION AND
COUNTERCLAIMS**

7.1 Within 30 (thirty) days of the receipt of the Notice of Arbitration from the Secretariat, the Respondent shall communicate to the Claimant and to the Secretariat a Response to the Notice of Arbitration. The Secretariat may grant the Respondent an extension of time for submitting the Response upon the motivated request of the Respondent.

7.2 The Response shall include the following information:

- (a) the identity and contact details of the Respondent and its representatives;
- (b) the date and mode of delivery of the Response to the Claimant;
- (c) the Respondent's observations as to the nature and circumstances of the dispute giving rise to the claims;
- (d) the Respondent's response to the relief sought;
- (e) any objection to jurisdiction;
- (f) any observations as to the applicable rules of law, seat of the arbitration, language of the arbitration, number of arbitrators and procedure for the constitution of the Arbitral Tribunal; and
- (g) a disclosure of any third-party funding agreement, with the name in full and contact details of the third-party funder.

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7.3 Where transmission of the Response by delivery against receipt or courier is required, the Respondent must submit a sufficient number of copies.

7.4 Upon receipt of the Answer and the documents annexed thereto, the Secretariat shall transmit them to all other parties.

7.5 The constitution of the Arbitral Tribunal shall not be hindered by the Respondent's failure to communicate a Response to the Notice of Arbitration, or an incomplete or late Response, which issues shall be finally resolved by the Arbitral Tribunal.

7.6 The Respondent may also submit any counterclaim with the Response and must then provide:

(a) any observations as to the nature and circumstances of the dispute giving rise to the counterclaim and the facts upon which the counterclaim is based;

(b) the relief sought and initial estimate of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;

(c) a copy or description of the Arbitration Agreement(s) invoked and of any other relevant contract or other legal instrument.

7.7 Within 30 (thirty) days of the receipt of the Response from the Secretariat, the Claimant shall communicate to the Respondent, and to the Secretariat its response to the Respondent's Counterclaims. The Secretariat may, upon the request, grant an extension of the time to the Claimant.

ARTICLE 8: REPRESENTATION AND ASSISTANCE

8.1 Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to all parties and to the Arbitral Tribunal. Where a person is to act as a representative of a party, the Arbitral Tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the Arbitral Tribunal may determine.

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8.2 Prior to the constitution of the Arbitral Tribunal, any change by a party to its representatives must be communicated to the Secretariat and the other parties.

8.3 After the constitution of the Arbitral Tribunal, any change in party representation must be immediately communicated to the Arbitral Tribunal. After having given the parties an opportunity to comment in writing, the Arbitral Tribunal may take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in party representation.

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THE ARBITRAL TRIBUNAL**

SECTION III: THE ARBITRAL TRIBUNAL

ARTICLE 9: NUMBER OF ARBITRATORS

9.1 If the parties have not previously agreed on the number of arbitrators, and if within thirty (30) days after the receipt by the Respondent of the Notice of Arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.

9.2 Where a case is conducted under an Expedited Procedure, the provisions of Appendix IV shall apply.

ARTICLE 10: APPOINTMENT OF A SOLE ARBITRATOR

10.1 If the parties have agreed that a sole arbitrator is to be appointed and if within thirty (30) days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by the Arbitration Commission.

10.2 The Arbitration Commission shall appoint the sole arbitrator as promptly as possible. In making the appointment, the Arbitration Commission shall use the following list-procedure, unless the parties agree that the list-procedure should not be used.

(a) The Arbitration Commission shall communicate to each of the parties an identical list containing at least three names;

(b) Within Fifteen (15) days after the receipt of this list, each party may return the list to the Arbitration Commission after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;

(c) After the expiration of the above period of time the Arbitration Commission shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;

(d) If for any reason the appointment cannot be made according to this procedure, the Arbitration Commission may exercise its discretion in appointing the sole arbitrator.

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THE ARBITRAL TRIBUNAL**

ARTICLE 11: APPOINTMENT OF THREE ARBITRATORS

11.1 If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.

11.2 If within thirty (30) days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator it has appointed, the first party may request the Arbitration Commission to appoint the second arbitrator.

11.3 If within thirty (30) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the Arbitration Commission in the same way as a sole arbitrator would be appointed under Article 10.

ARTICLE 12: MULTI-PARTY APPOINTMENT OF THREE ARBITRATORS

12.1 Where there are multiple parties as Claimant or as Respondent, the multiple parties (group of Claimants or group of Respondents) shall jointly appoint an arbitrator within twenty-eight (28) days from the date of commencement of the arbitration, or within the period of time otherwise agreed by the parties or set by the Arbitration Commission. The presiding arbitrator shall be appointed in accordance with Article 11 of these Rules.

12.2 In the event of any failure to constitute the arbitral tribunal under these Rules, the Arbitration Commission shall, at the request of any party, constitute the Arbitral Tribunal by following the procedure in Articles 11.2 and 11.3.

ARTICLE 13: DIVERSITY

13.1 The parties and co-arbitrators are encouraged to take into account considerations of diversity when designating arbitrators in accordance with the Rules.

13.2 The Arbitration Commission shall also be encouraged by the same considerations when exercising its authority to appoint arbitrators under the Rules.

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THE ARBITRAL TRIBUNAL**

ARTICLE 14: CONFIRMATION OF THE ARBITRAL TRIBUNAL

14.1 All designations of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by Baku Arbitration Centre, upon which the appointment shall become effective.

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CHALLENGE, REMOVAL AND REPLACEMENT OF ARBITRATORS**

**SECTION IV: CHALLENGE, REMOVAL AND REPLACEMENT OF
ARBITRATORS**

ARTICLE 15: DISCLOSURES BY ARBITRATORS

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

ARTICLE 16: CHALLENGE OF ARBITRATORS

16.1 Any arbitrator may be challenged if:

(a) circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence;

(b) the arbitrator does not possess qualifications agreed by the parties; or

(c) the arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay.

16.2 A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.

ARTICLE 17: NOTICE OF CHALLENGE

17.1 A party that intends to challenge an arbitrator shall send notice of its challenge to the General Secretariat within fifteen (15) days after it has been notified of the appointment of the challenged arbitrator, or within fifteen (15) days after the circumstances mentioned in Article 16 became known to that party. The date of receipt of the notice of challenge by the General Secretariat shall be deemed to be the date the notice of challenge is filed.

17.2 The notice of challenge shall be communicated to all other parties, to the arbitrator who is challenged and to the other

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CHALLENGE, REMOVAL AND REPLACEMENT OF ARBITRATORS**

arbitrators. The notice of challenge shall include a statement of the facts and legal basis supporting the challenge.

17.3 The challenged arbitrator and the non-challenging parties shall be granted a time limit, not exceeding Fifteen (15) days, to submit their comments in writing.

17.4 When an arbitrator has been challenged by a party, all parties may agree to the challenge. The Arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

17.5 If, within Fifteen (15) days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it. In that case, within thirty (30) days, from the date of the notice of challenge, it shall seek a decision on the challenge by the Arbitration Commission.

ARTICLE 18: DECISION ON CHALLENGE

18.1 If the challenge is not resolved in accordance with Article 17, the Arbitration Commission shall decide the challenge after considering the views of the parties, the challenged arbitrator, and any appointed arbitrators.

18.2 Pending the determination of the challenge, the Arbitral Tribunal (including the challenged arbitrator) may continue the arbitration.

18.3 If the Arbitration Commission accepts the challenge, the Arbitration Commission shall remove the arbitrator, and a substitute arbitrator shall be appointed in accordance with Article 19.

18.4 If the Arbitration Commission rejects the challenge, the challenged arbitrator shall continue with the arbitration.

18.5 The Arbitration Commission's decision on the challenge shall be final and not subject to appeal under these Rules neither before the Baku Arbitration Centre and shall not be subject to appeal before national courts of any country.

18.6 If a challenge is filed against an arbitrator who is a member of the Baku Arbitration Centre Arbitration Commission or Baku Arbitration Centre Board of Directors, the

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challenged arbitrator may not take part in the determination of the challenge process.

ARTICLE 19: REPLACEMENT OF ARBITRATORS

19.1 Subject to paragraph 2, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt by the parties of the notification of the arbitrator's death, incapacity, resignation, withdrawal, or removal.

19.2 If, at the request of a party, the Arbitration Commission determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the Arbitration Commission may, after giving an opportunity to the parties, and the remaining arbitrators to express their view:

- (a) appoint the substitute arbitrator; or
- (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

19.3 If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

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CONDUCT OF THE ARBITRAL PROCEEDINGS**

SECTION V: CONDUCT OF THE ARBITRAL PROCEEDINGS

ARTICLE 20: GENERAL PROVISIONS

20.1 The Arbitral Tribunal must treat the parties with equality and give the parties a reasonable opportunity of presenting their case.

20.2 The Arbitral Tribunal, taking into consideration the nature, the complexity and the value of the dispute, shall conduct the proceedings in an expeditious and cost-effective manner. For that purpose, the Arbitral Tribunal, after consulting with the parties, shall make necessary decisions to avoid unnecessary delay and expense, provided that they are not incompatible with the parties' agreement.

20.3 The Arbitral Tribunal and the parties shall make every effort to ensure the fair, efficient, expeditious and cost-effective conduct of the arbitration.

20.4 As soon as practicable after its constitution and after inviting the parties to express their views, the Arbitral Tribunal shall establish the provisional timetable of the arbitration, which shall be provided to the parties and the Baku Arbitration Centre. The Arbitral Tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.

20.5 All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties.

ARTICLE 21: JURISDICTION OF THE ARBITRAL TRIBUNAL

21.1 The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null shall not by itself entail the invalidity of the arbitration clause.

21.2 A plea that the Arbitral Tribunal does not have jurisdiction shall be raised as soon as possible but no later than in the Statement of Defence. A like plea by any party responding

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to a counterclaim shall be raised as soon as possible but not later than in the Reply to the Counterclaim. A party is not precluded from raising such a plea by the fact that it has designated or appointed, or participated in the designation or appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justifiWied.

21.3 The Arbitral Tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The Arbitral Tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

21.4 By agreeing to arbitration under the Arbitration Agreement, after the constitution of the Arbitral Tribunal the parties may no longer apply to any state court for any relief regarding the Arbitral Tribunal's jurisdiction or authority, except (i) with the prior agreement in writing of all parties to the arbitration, or (ii) the prior authorization of the Arbitral Tribunal, or (iii) following the Arbitral Tribunal's award on the objection to its jurisdiction or authority.

ARTICLE 22. POWER OF THE ARBITRAL TRIBUNAL TO ORDER INTERIM MEASURES

22.1 Unless otherwise agreed by the parties, the Arbitral Tribunal may, at the request of a party, grant interim measures.

22.2 An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the Arbitral Tribunal orders a party, for example and without limitation, to:

(a) maintain or restore the status quo pending resolution of the dispute;

(b) take measures to prevent, or refrain from taking action that is likely to cause, harm to the arbitral proceedings;

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(c) order any respondent party to a claim or counterclaim to provide security for all or part of the amount in dispute, by way of deposit or bank guarantee or in any other manner;

(d) ensure the preservation of assets out of which a Winal award may be satisWied;

(e) to preserve evidence that may be relevant or material to the resolution of the dispute.

22.3 Absent other agreement between the parties, the arbitral tribunal shall notify the party against whom such measures are directed before the interim measures are granted, except where prior disclosure of such request would frustrate the purpose of the interim measure requested.

22.4 Immediately after granting an interim measure without prior disclosure of the request, the Arbitral Tribunal shall inform the parties of such measure, of the request for application of such measure, of the decision granting interim measures and, if available, of all other communications between the parties and the Arbitral Tribunal, including by indicating the content of any oral communication.

22.5 The Arbitral Tribunal may require any party to disclose any material change in the circumstances on the basis of which an interim measure was requested or granted as soon as the party becomes aware of such change.

22.6 A party may apply to a competent state court for interim or conservatory measures that the Arbitral Tribunal would have power to order under Article 22 (Interim Measures) including after the formation of the Arbitral Tribunal. Any such application to a state court and any decision taken thereon must be immediately notiWied to the Arbitral Tribunal. A request for interim measures addressed by any party to a state court shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

22.7 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measure should not have

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CONDUCT OF THE ARBITRAL PROCEEDINGS**

been granted. The Arbitral Tribunal may award such costs and damages at any point during the proceedings.

ARTICLE 23: CONDITIONS FOR GRANTING INTERIM MEASURES

23.1 When deciding a party's request for an interim measure under Article 22 of the Rules, the Arbitral Tribunal shall consider inter alia the following factors:

(a) harm not adequately reparable by an award of damages is likely to result if the measure is not granted, and such harm substantially outweighs the damage that could be caused if the measure is granted;

(b) there is a reasonable possibility that the requesting party will prevail on the merits of the claim. The determination of such probability shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

23.2 The factors set out in Article 23.1 shall be taken into account by the Arbitral Tribunal, when deciding on the application of an interim measure, depending on the circumstances of the case and to the extent the Tribunal considers appropriate.

ARTICLE 24: EMERGENCY ARBITRATOR

24.1 A party requiring urgent interim or conservatory relief that cannot await the constitution of the Arbitral Tribunal ("Emergency Measures") may submit an Application for Emergency Measures in accordance with the Emergency Arbitration Rules set out in Appendix III. Such an application shall be admissible only if it is received by the Secretariat before the Wile has been transmitted to the arbitral tribunal under Article 6.6 (Transmission of the File to the Tribunal), regardless of whether the applicant has already Wiled its Notice of Arbitration.

24.2 The decision of the Emergency Arbitrator shall take the form of an order. The parties shall comply promptly and fully with any order rendered by the Emergency Arbitrator.

24.3 Any order issued by the Emergency Arbitrator shall not bind the Arbitral Tribunal with respect to any issue, question,

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or dispute addressed in that order. The Arbitral Tribunal may vary, suspend, or terminate such order, in whole or in part.

24.4 The Arbitral Tribunal shall determine any application, claim, or issue relating to the Emergency Arbitration proceedings, including questions of cost allocation, or any claim arising from compliance or non-compliance with an Emergency Arbitrator's order.

The provisions of this Article and Appendix III (Emergency Arbitration Rules) (together, the "Emergency Arbitrator Provisions") shall apply only between:

- (a) parties who are signatories to the arbitration agreement under these Rules invoked for the application; or
- (b) successors to such signatories.

24.5 The Emergency Arbitrator Provisions shall not apply where:

- (a) the parties have agreed to exclude the Emergency Arbitrator Provisions; or
- (b) the arbitration agreement relied upon arises from a treaty.

24.6 Nothing in this Article prevents any party from applying to a competent judicial authority for urgent interim or conservatory measures at any time before submitting an application for Emergency Measures, or, in exceptional cases, thereafter. Any such application or judicial measure shall not constitute a breach or waiver of the arbitration agreement. The party making such application shall promptly notify the Secretariat of the request and of any order granted by the court.

ARTICLE 25: SEAT OF ARBITRATION

25.1 If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be Baku (Azerbaijan), unless and until the Arbitral Tribunal determines, having regard to the circumstances of the case, and after having given the parties a reasonable opportunity to make written observations to the Arbitral Tribunal, that another seat is more appropriate.

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ARTICLE 26 : PLACE OF ARBITRATION

26.1 The Arbitral Tribunal may meet at any location outside of the seat of arbitration, which it considers appropriate for deliberations.

26.2 Unless otherwise agreed by the parties, and after consulting with them, the Arbitral Tribunal may conduct hearings and meetings at any location, other than the seat of the arbitration, deemed to be appropriate.

ARTICLE 27: LANGUAGE OF THE ARBITRATION

27.1 The arbitration shall be conducted in the language of the arbitration. Where the parties have not previously agreed on such language, the Arbitral Tribunal shall, promptly after its constitution, determine the language or languages of the arbitration after providing the parties with a reasonable opportunity to submit written comments. This determination shall apply to the statement of claim, the Statement of Defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.

27.2 The Arbitral Tribunal may order that any documents annexed to the Statement of Claim or Statement of Defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the Arbitral Tribunal.

ARTICLE 28: RULES APPLICABLE TO THE ARBITRATION AGREEMENT

28.1 The Arbitration Agreement for domestic arbitration shall be governed by the laws of the Republic of Azerbaijan.

28.2 The Arbitration Agreement for international arbitration shall be governed by the law expressly chosen by the parties.

28.3 In the absence of such choice, the arbitration agreement shall be governed by the substantive rule of international arbitration which upholds, to the greatest extent possible, the validity and effectiveness of the arbitration agreement, having regard to the parties' common intention, and the principles of

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international arbitration, subject to international public policy, without reference to any particular national law.

ARTICLE 29: RULES APPLICABLE TO THE MERITS OF THE DISPUTE

29.1 The Arbitral Tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction and not to its conflict of laws rules. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate.

29.2 The Arbitral Tribunal shall decide as amiable compositeur or *ex aequo et bono* only if the parties have expressly authorized the arbitral tribunal to do so.

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

ARTICLE 30: RULES APPLICABLE TO THE PROCEEDINGS

30.1 The Arbitral Tribunal shall conduct the arbitral proceedings pursuant to the Rules. If the Rules are silent, the rules agreed by parties shall apply. If there is no agreement between the parties on such matter, the rules designated by the Arbitral Tribunal shall apply.

ARTICLE 31: STATEMENT OF CLAIM

31.1 Unless the Statement of Claim was contained in the Notice of Arbitration, the Claimant shall communicate its Statement of Claim in writing to the Respondent, the Secretariat and to each of the arbitrators within a period of time determined by the Arbitral Tribunal. The Claimant may elect to treat its Notice of Arbitration, referred to in Article 6 as a Statement of Claim, provided that the Notice of Arbitration complies with the requirements of Article 6.3 as well.

31.2 The Statement of Claim shall include the following:

- (a) The names and contact details of the parties;
- (b) A statement of the facts supporting the claim;

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- (c) The points at issue;
- (d) The relief or remedy sought;
- (e) The legal grounds or arguments supporting the claim.

31.3 The Statement of Claim should be accompanied by all documents and other evidence relied upon by the Claimant and contain references to them.

ARTICLE 32: STATEMENT OF DEFENCE

32.1 Unless the Statement of Defence was contained in the Answer to the Notice of Arbitration, the Respondent shall communicate its Statement of Defence in writing to the Claimant and to each of the arbitrators within a period of time to be determined by the Arbitral Tribunal. The Respondent may elect to treat its response to the Notice of Arbitration referred to in Article 7 as a Statement of Defence, provided that the Response to the Notice of Arbitration also complies with the requirements of paragraph 2 of this Article.

32.2 The Statement of Defence shall reply to the particulars of the Statement of Claim under Article 31.2(b) to (e). The Statement of Defence should be accompanied by all documents and other evidence relied upon by the Respondent and contain references to them.

32.3 If the Respondent has raised a plea that the Arbitral Tribunal does not have jurisdiction or has not been properly constituted, the Statement of Defence shall contain the factual and legal basis of such objection.

ARTICLE 33: AMENDMENTS TO THE CLAIM OR DEFENCE

33.1 During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim, provided that the amended claim or defence falls within the scope of the arbitration agreement, and unless the Arbitral Tribunal, taking into account the delay, any prejudice to other parties, or other circumstances, considers it inappropriate to allow such amendment or supplement.

33.2 The Baku Arbitration Centre may adjust the administrative fees and the Arbitral Tribunal's fees.

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ARTICLE 34: FURTHER WRITTEN STATEMENTS

34.1 The Arbitral Tribunal shall decide, after considering the views of the parties, which further written statements, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them, and shall fix the time periods for communicating such statements.

ARTICLE 35: EVIDENCE

35.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.

35.2 The Arbitral Tribunal shall decide whether to apply any strict rules of evidence and determine the admissibility, relevance, materiality, and weight of the evidence offered. The Arbitral Tribunal has the power to admit or exclude any documents or other evidence.

35.3 The Arbitral Tribunal shall consult any means it deems to be appropriate to establish the facts of the case. Upon request of one of the parties or on its own initiative, the Arbitral Tribunal may hear the parties, witnesses, and experts appointed by the parties.

35.4 The Arbitral Tribunal, after consulting with the parties, may decide to conduct a site visit.

35.5 During the arbitration proceedings, the Arbitral Tribunal may request the parties to submit any additional information and documents that the Arbitral Tribunal deems relevant and material to the outcome of the case.

ARTICLE 36: WITNESSES

36.1 Unless otherwise directed by the Arbitral Tribunal, statements by witnesses may be presented in writing and signed by them.

36.2 Subject to the mandatory provisions of any applicable law, a witness, on whose written testimony another party relies, may give oral evidence and be examined by each of the parties, their representatives and the Arbitral Tribunal in such manner as the Arbitral Tribunal may determine.

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36.3 If a witness refuses or fails to attend the hearing without showing sufficient cause, the Arbitral Tribunal may place such weight on the written testimony as it considers appropriate, or may exclude the written testimony.

ARTICLE 37: TRIBUNAL-APPOINTED EXPERTS

37.1 After consultation with the parties, the Arbitral Tribunal may also appoint one or more independent experts to report to it in writing on specific issues to be determined by the Arbitral Tribunal.

37.2 The expert shall, in principle, before accepting appointment, submit to the Arbitral Tribunal and to the parties a description of their qualifications and a statement of their impartiality and independence. Within the time ordered by the Arbitral Tribunal, the parties shall inform the Arbitral Tribunal whether they have any objections as to the expert's qualifications, impartiality, or independence. The Arbitral Tribunal shall decide promptly whether to accept any such objections.

37.3 After an expert's appointment, a party may object to the expert's qualifications, impartiality, or independence only if the objection arises for reasons of which the party becomes aware after the appointment. The Arbitral Tribunal shall decide promptly what, if any, action to take.

37.4 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the Arbitral Tribunal for a decision.

37.5 Upon receipt of the expert's report, the Arbitral Tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express their opinions in writing on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.

37.6 At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At

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this hearing, any party may present expert witnesses in order to testify on the points at issue.

ARTICLE 38: HEARINGS

38.1 Unless the parties have agreed that the dispute will be decided on the basis of written submissions and any accompanying documentary evidence, the Arbitral Tribunal shall, upon the request of one of the parties or on its own initiative, decide whether to hold hearings for the presentation of evidence or for oral arguments.

38.2 In the event of an oral hearing, the Arbitral Tribunal shall give the parties reasonable notice.

38.3 The Arbitral Tribunal shall be in full charge of the conduct of hearings.

38.4 Witnesses, including expert witnesses, may be heard under the conditions, and examined in the manner set by the Arbitral Tribunal.

38.5 Unless otherwise agreed by the parties, all hearings shall be held in camera. Any recordings, transcripts, or documents used in relation to the arbitration shall be subject to the confidentiality provisions in Article 55 (Confidentiality).

ARTICLE 39: DEFAULT

39.1 If, within the period of time fixed by these Rules or the Arbitral Tribunal, without showing sufficient cause:

(a) The Claimant has failed to communicate its Statement of Claim, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so;

(b) The Respondent has failed to communicate its response to the Notice of Arbitration or its Statement of Defence, the Arbitral Tribunal shall order that the proceedings continue, without treating such failure, by itself, as an admission of the Claimant's allegations. The provisions of this subparagraph also apply to a Claimant's failure to submit a Defence to a counterclaim.

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39.2 If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the arbitration.

39.3 If a party, without showing sufficient cause, fails to comply with these Rules, or with any direction, decision, ruling, order, or award of the Arbitral Tribunal within the established period of time, the Arbitral Tribunal may make the award on the evidence before it.

ARTICLE 40: CLOSURE OF THE PROCEEDINGS

40.1 The Arbitral Tribunal shall, as soon as possible and no later than forty-five (45) calendar days after the last hearing or the last directed oral or written submissions in respect of matters to be decided in an award, whichever occurs later, notify the parties and the Secretariat in writing that the proceedings are closed. After the proceedings are closed, no further submissions, arguments, or evidence may be presented unless the Arbitral Tribunal reopens the proceedings.

40.2 The proceedings may be reopened at any time before the award is made if the Arbitral Tribunal considers it necessary, on its own initiative or upon the request of a party.

**SECTION VI: MULTIPLE PARTIES, MULTIPLE CONTRACTS
AND CONSOLIDATION**

ARTICLE 41: CONSOLIDATION

41.1 Before the constitution of any Arbitral Tribunal in the arbitrations sought to be consolidated, any party may submit a written application to the Secretariat, addressed to the Arbitration Commission, for the consolidation of two or more arbitrations administered under these Rules.

41.2 The Arbitration Commission may grant the application if any of the following circumstances apply:

- (a) all parties have agreed to the consolidation; or
- (b) all of the claims in the arbitrations arise out of, or in connection with, the same parties and the same legal relationship or relationships; or
- (c) the claims in the arbitrations arise out of or in connection with:
 - (i) contracts consisting of a principal contract and one or more ancillary contracts; or
 - (ii) the same transaction or series of transactions;provided that the arbitration agreements are compatible.

41.3 An application for consolidation shall include:

- (a) identification of the arbitrations sought to be consolidated and their reference numbers, if available;
- (b) the names, contact details, and representatives of all parties, and of any arbitrators already nominated or appointed;
- (c) a statement of the facts and legal basis supporting the application; and
- (d) any other information required by the Secretariat or requested by the Arbitration Commission.

41.4 The Arbitration Commission shall, after giving the parties an opportunity to be heard, and considering their views, decide whether to grant an application for consolidation. The Arbitration Commission may, after consultation with the

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parties, stay any arbitration pending a decision on the application for consolidation.

41.5 A decision by the Arbitration Commission to grant an application for consolidation under this Article is without prejudice to the power of any Arbitral Tribunal to rule on its own jurisdiction arising from that decision.

41.6 A decision by the Arbitration Commission to reject an application for consolidation under this Article is without prejudice to any party's right to apply to an arbitral tribunal for consolidation pursuant to Article 41.7-41.9 of the Rules.

41.7 After a tribunal has been constituted in any of the arbitrations sought to be consolidated, a party may apply to that tribunal for the consolidation of two or more arbitrations administered under these Rules where any of the circumstances described in paragraph 2 apply, provided that either the same tribunal has been constituted in each arbitration, or that no tribunal has yet been constituted in the other arbitration(s).

41.8 The arbitral tribunal shall decide, after giving all parties the opportunity to be heard, whether to grant, in whole or in part, the application for consolidation.

41.9 When arbitrations are consolidated:

- (a) they shall proceed as a single arbitration under these Rules;
- (b) unless otherwise agreed by all parties or decided by the Arbitration Commission, the consolidated arbitration shall be conducted in the arbitration first commenced;
- (c) the Arbitration Commission, may, after consulting the parties, revoke the appointment of any arbitrator made before the consolidation decision and constitute a new tribunal where appropriate;
- (d) the revocation of an arbitrator's appointment shall not affect the validity of any act, order, or award made before such revocation;
- (e) where an application for consolidation is granted under paragraph 4 or 8 of this Article, any party that did not have an opportunity to nominate an arbitrator or otherwise participate in the constitution of the Arbitral Tribunal shall be deemed to

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have waived that right, without prejudice to its right to challenge an arbitrator in accordance with Article 16 of these Rules.

ARTICLE 42: JOINDER OF ADDITIONAL PARTIES

42.1 A party or non-party may apply to join one or more additional parties to an arbitration pending under these Rules as claimants or respondents. Such an application may be filed with the Secretariat together with the Notice of Arbitration or the Response, or at any time before the constitution of the arbitral tribunal, provided that all parties, including the additional party, have agreed to the joinder, or that the additional party is *prima facie* bound by the same or a compatible arbitration agreement.

42.2 The application shall include:

- (a) the date and mode of delivery to all parties;
- (b) the case reference number;
- (c) the identity and contact details of all parties, their representatives, and the additional party;
- (d) whether the additional party is to be joined as claimant or respondent;
- (e) a summary of the dispute involving the additional party, together with a description of the relevant arbitration agreement and the relief sought;
- (f) disclosure of any third-party funding arrangement and the name and address of the funder;
- (g) a statement of the facts and legal grounds supporting the application, and
- (h) proof of payment of the Joinder Filing Fee.

42.3 The Secretariat shall review the application for formal compliance. If deficiencies are found, the Secretariat may invite the applicant to correct them within a specified period. If not remedied within that period, the application may be deemed withdrawn without prejudice.

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42.4 Once the application is complete, the Secretariat shall notify all parties, including the additional party, and transmit the application to the Arbitration Commission for a decision.

42.5 The Arbitration Commission, after considering the views of all parties, including the additional party, decide whether to grant an application for joinder under Articles 42.1-42.4.

42.6 Where the Arbitration Commission grants joinder, the arbitration shall, in respect of the additional party, be deemed to have commenced on the date the Secretariat received the complete application.

42.7 A decision granting joinder shall be without prejudice to the Arbitral Tribunal's power to determine any jurisdictional question arising from that decision. A decision rejecting joinder shall not prevent a subsequent application to the Arbitral Tribunal once constituted.

42.8 After Tribunal has been constituted, any party or non-party may submit to the Tribunal an application to join one or more additional parties. Unless the Tribunal directs otherwise, the application shall comply with paragraph 2 of this Article and may be Wiled with the Secretariat for transmission to the Arbitration Tribunal.

42.9 The Arbitral Tribunal shall decide the request after giving all parties, including the additional party, an opportunity to be heard. Its decision to grant joinder shall be without prejudice to its power to determine any jurisdictional question that may arise. The arbitration shall, in respect of the additional party, be deemed to have commenced on the date the complete application was received by the Secretariat or the Tribunal, as appropriate.

42.10 Any party that did not have the opportunity to participate in the appointment of arbitrators shall be deemed to have waived that right, without prejudice to its right to challenge an arbitrator under Article 16 of these Rules.

42.11 Following joinder, the parties and the additional party may bring claims against one another in accordance with the procedural rules governing submissions.

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ARTICLE 43: MULTIPLE CONTRACTS

43.1 Where disputes arise under or in connection with two or more contracts containing arbitration agreements, the Claimant may choose one of the following options:

(a) submit a separate Notice of Arbitration for each arbitration agreement relied upon;

(b) submit separate Notices of Arbitration for each arbitration agreement and, at the same time, submit an application for consolidation of those arbitrations pursuant to Article 41 (Consolidation); or

(c) submit a single combined Notice of Arbitration referring to all arbitration agreements involved, provided that such arbitration agreements are the same or compatible.

43.2 A combined Notice of Arbitration shall be deemed to include an application for consolidation under Article 41 (Consolidation), which shall be determined in accordance with that Article.

43.3 In addition to the requirements applicable to a Notice of Arbitration under Article 6.3 (Content of the Notice), the combined or individual Notice shall specify the contracts and arbitration agreements concerned and shall identify the claims or counterclaims connected with each arbitration agreement invoked.

43.4 Where the Claimant has Wiled the Notices pursuant to Article 43.1(b), the Secretariat shall accept payment of a single Filing Fee for all the arbitrations sought to be consolidated. If the arbitration commission rejects the application for consolidation under Article 41.4, in whole or in part, the Claimant shall be required to make payment of the Filing Fee in respect of each case reference that was not consolidated.

43.5 Where the Claimant has Wiled a single Notice pursuant to Article 43.1(c), the Secretariat shall accept payment of a single Filing Fee for all the arbitrations sought to be consolidated. If the arbitration commission rejects the application for consolidation under Article 41.4, in whole or in part, the Claimant shall Wile a Notice in accordance with Article 6 and make payment of the Filing Fee in respect of each case reference that was not consolidated.

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ARTICLE 44: CONCURRENT OR COORDINATED PROCEEDINGS

44.1 Where the same arbitral tribunal has been constituted in two or more arbitrations administered under these Rules, and common or related questions of law or fact arise, or the proceedings involve overlapping issues of evidence or relief, the Arbitral Tribunal may, after consulting with the parties or upon the application of any party, order coordination of the arbitrations in a manner as considers appropriate, including that:

- (a) the arbitrations be conducted concurrently or sequentially;
- (b) the arbitrations be heard together, in whole or in part, with alignment of procedural steps or evidence; or
- (c) any arbitration may be suspended pending the determination of an issue in another arbitration.

44.2 The Arbitral Tribunal shall determine any proposal or application under Article 44.1 after giving all parties to the arbitrations, including any affected non-party, an opportunity to be heard, and shall have due regard to the confidentiality obligations under Article 55 (Confidentiality), the need to ensure procedural fairness, and the efficient conduct of the proceedings.

44.3 Unless otherwise agreed by the parties or directed by the arbitral tribunal, any coordinated arbitrations shall remain separate proceedings, and the tribunal shall issue separate procedural orders, decisions, rulings, or awards in each arbitration.

44.4 The Arbitration Commission (or Secretariat, as applicable) may, where appropriate, adjust its administrative fees and the arbitral tribunal's fees to reflect the efficiency or complexity resulting from coordination under this Article.

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SECTION VII: AWARDS

ARTICLE 45: MAKING OF THE AWARD

45.1 The Arbitral Tribunal may make separate awards at different points in time during the arbitration on different aspects of the dispute to be determined. Such awards shall have the same status as any other award made by the Arbitral Tribunal.

45.2 All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.

45.3 The Arbitral Tribunal shall state the reasons upon which the award is based.

45.4 The Arbitral Tribunal must make every effort necessary to render an enforceable award.

45.5 Where there is more than one arbitrator and the Arbitral Tribunal fails to agree on any issue, the Arbitral Tribunal shall decide by a majority. If the Arbitral Tribunal cannot reach a majority on any issue, the presiding arbitrator shall decide it.

45.6 An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the signatures of the majority or, failing a majority, of the presiding arbitrator, shall be sufficient, provided that the reason for any omitted signature is stated in the award by the majority or by the presiding arbitrator.

45.7 The Arbitral tribunal shall communicate to Baku Arbitration Centre originals of the award signed by the Arbitral Tribunal, provided that all Arbitration Costs have been paid in full to Baku Arbitration Centre in accordance with Articles 51-52. The Baku Arbitration Centre shall affix its seal to the award and communicate it to the parties. Such transmission may be made by any electronic means and, if requested by any party or if transmission by electronic means to a party is impossible, in paper form.

45.8 The provisions of Articles 48-50 shall apply, *mutatis mutandis*, to a correction, interpretation, or an additional award.

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ARTICLE 46: SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

46.1 If, before the award is made, the parties agree on a final settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by all parties and accepted by the Arbitral Tribunal, record the settlement as an arbitral award on agreed terms. The Arbitral Tribunal is not required to give reasons for such an award.

46.2 The Arbitral Tribunal shall, after inviting the parties to express their views, issue an order terminating the arbitration where:

(a) the Claimant withdraws its claims, unless the Respondent objects thereto and the Arbitral Tribunal recognizes that the Respondent has a legitimate interest in obtaining a final settlement of the dispute;

(b) the parties agree on the termination of the arbitration;

(c) an advance for the costs of arbitration is not deposited pursuant to Article 52.

ARTICLE 47: SUBMISSION OF DRAFT AWARD

47.1 Within thirty (30) days of the date of submission of the last directed oral or written submission in respect of the matters to be decided in an award, the Arbitral Tribunal shall provide the Parties and the Secretariat with an estimate of the time within which it proposes to submit the draft award.

47.2 The Arbitral Tribunal shall submit the draft award to the Baku Arbitration Centre Secretariat not later than ninety (90) days from the date of submission of the last directed oral or written submission in respect of the proceedings to which the award pertains, unless the Arbitration Commission determines otherwise.

47.3 The Arbitration Commission may, as soon as practicable, suggest modifications as to the form of the draft award and, without affecting the Arbitral Tribunal's liberty to decide the dispute, draw the Arbitral Tribunal's attention to points of substance.

47.4 The Arbitral Award may be issued once it has been approved by the Arbitration Commission as to its form.

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ARTICLE 48: INTERPRETATION OF THE AWARD

48.1 Within thirty (30) days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.

48.2 The interpretation shall be given in writing within forty-five (45) days after the receipt of the request. The interpretation shall form part of the award.

ARTICLE 49: CORRECTION OF THE AWARD

49.1 Within thirty (30) days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any computational, clerical or typographical error, or any error or omission of a similar nature. If the Arbitral Tribunal considers that the request is justified, it shall make the correction within forty-five (45) days of receipt of the request.

49.2 The Arbitral Tribunal may within thirty (30) days after the communication of the award make such corrections on its own initiative.

49.3 Such corrections shall be in writing and shall form part of the award.

ARTICLE 50: ADDITIONAL AWARD

50.1 Within thirty (30) days after the receipt of the termination order or the award, a party, with notice to the other parties, may request the Arbitral Tribunal to make an additional award as to claims presented in the arbitral proceedings but not decided by the Arbitral Tribunal.

50.2 If the Arbitral Tribunal considers the request for an additional award to be justified, it shall grant the other party or parties a short time limit, not exceeding thirty (30) days, to submit any comments thereon. The Arbitral Tribunal shall then render or complete its award within forty (40) days after the receipt of any comments from the other party or parties. The Arbitral Tribunal may extend, if necessary, the period of time within which it shall make the award.

50.3 The additional award must be in writing and shall form part of the award.

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DEPOSITS AND COSTS OF ARBITRATION**

SECTION VIII: DEPOSITS AND COSTS OF ARBITRATION

ARTICLE 51: DEFINITION OF COSTS

51.1 The term “Costs of the Arbitration” shall include, without limitation:

- (a) administrative fees charged by the institution under these Rules;
- (b) arbitrators’ fees, including fees for the presiding arbitrator, co-arbitrators, and any replacement arbitrator;
- (c) expenses reasonably incurred by the arbitral tribunal in connection with the arbitration, including travel, accommodation, expert fees, and interpreters;
- (d) tribunal secretary or assistant fees, if applicable;
- (e) any other direct expenses incurred in connection with the arbitration, as approved by the institution or tribunal; and
- (f) reasonable legal and other costs of the parties, including costs of witnesses, experts, and document production, as may be allocated by the Arbitral Tribunal.

51.2 The Arbitral Tribunal and the institution may determine which items of costs are reimbursable and in what proportion, in accordance with these Rules and the applicable law governing the arbitration agreement.

ARTICLE 52: DEPOSITS AND ADVANCES ON COSTS

52.1 The Secretariat shall determine the deposits payable as advances on the estimated Costs of the Arbitration, calculated in accordance with the amount in dispute under the Schedule of Fees. Unless the Secretariat directs otherwise, 50 percent of such deposits shall be payable by the Claimant(s) and 50 percent by the Respondent(s). The Secretariat may Wix separate deposits for any claim or counterclaim.

52.2 Where the amount in dispute is not quantiWiabie at the time the deposits are due, the Secretariat shall make a provisional estimate of the costs of the arbitration and call for deposits accordingly. This estimate may be adjusted upon quantiWication of the amount in dispute or in light of subsequent information.

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52.3 Deposits shall be payable within fourteen (14) days from the date of notification by the Secretariat, unless a different timeframe is directed.

52.4 The Secretariat may at any time direct the parties to pay further or additional deposits towards the estimated costs of the arbitration, including where the arbitration is extended, consolidated, or involves complex or coordinated proceedings. The Secretariat shall notify the parties of any such adjustment, and the parties shall have the opportunity to pay or respond before any suspension measures are taken.

52.5 Parties are jointly and severally liable for the Costs of the Arbitration. If a party fails to pay any deposit as directed, the Secretariat may require any other party to pay such deposit on its behalf.

52.6 If a party fails to pay the deposits as directed, the Secretariat may:

(a) direct the Tribunal and Arbitration Commission to suspend the conduct and administration of the arbitration, in whole or in part; and/or

(b) set a time limit, upon the expiry of which the relevant claim or counterclaim shall be deemed withdrawn on a without prejudice basis.

52.7 All deposits shall be made to and held by the institution, applying them to pay :

(a) administrative fees;

(b) arbitrators' fees and expenses;

(c) Tribunal Secretary or assistant fees; and

(d) any other costs reasonably incurred in the arbitration.

52.8 If a party pays deposits on behalf of another party, the Tribunal may issue an order or award for reimbursement of such deposits.

52.9 For the avoidance of doubt, deposits shall be payable within fourteen (14) days from notification by the Secretariat, and are deemed to commence the arbitration for the relevant claim or counterclaim once the initial deposit is received.

**BAKU ARBITRATION CENTRE ARBITRATION RULES
DEPOSITS AND COSTS OF ARBITRATION**

52.10 When releasing the Winal award, the Baku Arbitration Centre shall render an account to the parties of the deposits received by the Baku Arbitration Centre. Any unexpended balance shall be returned to the parties in the shares in which it was paid by the parties to Baku Arbitration Centre, or as otherwise instructed by the arbitral tribunal.

ARTICLE 53: DECISION ON COSTS BY THE TRIBUNAL

53.1 The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determined that apportionment is reasonable, taking into account circumstances such as the reasonableness of the parties' positions and conduct, any agreement between the parties regarding costs, any other relevant factors, including extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.

53.2 The arbitral tribunal shall in the Winal award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as result of the decision on allocation of costs.

53.3 The tribunal may order interest on amounts of costs awarded, from the date of the award until payment, at such rate as it considers reasonable.

53.4 In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a Winal award, the Arbitration Commission shall Wix the fees and expenses of the arbitrators and the Baku Arbitration Centre administrative expenses. If the parties have not agreed upon the allocation of the costs of the arbitration or other relevant issues with respect to costs, such matters shall be decided by the arbitral tribunal. If the arbitral tribunal has not been constituted at the time of such withdrawal or termination, any party may request the Arbitration Commission to make decisions as to costs.

**BAKU ARBITRATION CENTRE ARBITRATION RULES
OTHER PROVISIONS**

SECTION IX: OTHER PROVISIONS

ARTICLE 54: EXCLUSION OF LIABILITY

54.1 Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the Arbitration Commission, the Board of Directors, the Secretariat or other staff members of the Secretariat of the Baku Arbitration Centre, tribunal-appointed expert or tribunal secretary.

54.2 The parties agree that Baku Arbitration Centre, including its employees, the members of the Board, of the Arbitration Commission, the Secretariat, any member of any Arbitration Tribunal, any Emergency Arbitrator, and any person appointed by a Tribunal, including any Tribunal Secretary or Tribunal-appointed expert, shall not be under any obligation to give any statement or evidence whatsoever in connection with any arbitration administered by the Baku Arbitration Centre pursuant to these Rules. No party shall seek to compel, summon, join, subpoena, or otherwise involve any of the foregoing persons or bodies as a party or a witness in any judicial, arbitration, administrative, or any other proceedings related to the arbitration.

ARTICLE 55: CONFIDENTIALITY

55.1 Unless otherwise agreed by the parties, the arbitral proceedings are confidential. The confidentiality applies to the parties and any party representative, witness or expert, third-party funder, the members of the Tribunal and Emergency Arbitrator, any person appointed by the Arbitral Tribunal, including any Tribunal Secretary as well as the Baku Arbitration Centre.

55.2 Confidentiality covers the existence of the arbitration, the pleadings, evidence, submissions, and all other materials and written communications submitted by the parties in the arbitration, as well as any award, ruling, decision or order, save and to the extent that disclosure may be required or necessary:

(a) to protect or pursue a legal right or claim;

(b) to enforce or challenge an award in legal proceedings before a state court;

**BAKU ARBITRATION CENTRE ARBITRATION RULES
OTHER PROVISIONS**

(c) pursuant to an order by the Arbitral Tribunal on application by a party with proper notice to the parties.

55.3 The Arbitral Tribunal has the power to enforce any obligation of confidentiality on the parties under these Rules, in accordance with the applicable law or pursuant to the parties' agreement, and may issue an order or award for sanctions, damages, or costs and take measures to protect trade secrets as well as any other confidential information related to the arbitral proceedings.

55.4 The deliberations of the Arbitral Tribunal are confidential.

55.5 Baku Arbitration Centre may publish any award, whether in its entirety or in the form of excerpts or a summary, only under the conditions that (a) all references to the parties' identity are deleted; and (b) no party has objected to such publication within the time limit set for that purpose by the Baku Arbitration Centre.

ARTICLE 56: WAIVER OF RIGHT TO OBJECT

56.1 A party that knows, or could reasonably be expected to know, that any provision of these Rules, any agreement of the parties (including any agreement concerning the constitution of the Arbitral Tribunal or the conduct of the proceedings), any applicable procedural rule, or any direction given in the arbitration has not been complied with, and yet fails to state its objection in writing within the applicable time limit provided in these Rules, or, if no such time limit applies, within fifteen (15) days from the date of acquiring such knowledge, shall be deemed to have irrevocably waived its right to object.

ARTICLE 57: GOVERNING LAW AND SETTLEMENT OF DISPUTES

57.1 Any claims arising out of or in connection with administration of the arbitration proceedings by the Court the Rules shall be governed by Azerbaijani law and settled by the Azerbaijani courts, which shall have exclusive jurisdiction.

ARTICLE 58: INFORMATION SECURITY AND CONFIDENTIALITY

58.1 As soon as practicable after the commencement of the arbitration, any party may propose and seek to agree on reasonable measures to protect the information that is shared,

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OTHER PROVISIONS**

stored, or processed in relation to the arbitration. Such measures may include, without limitation, protocols for handling confidential documents, cybersecurity measures, secure communication channels, and data storage procedures.

58.2 The Arbitral Tribunal shall, at the first case management conference and at any other appropriate stage of the proceedings, discuss with the parties the information security measures proposed or agreed upon. The Arbitral Tribunal may, after considering the parties' views, issue directions to implement or adjust such measures, taking into account the circumstances of the case and best practices on information security, including cybersecurity and cyber resilience.

58.3 The Tribunal shall ensure that any measures adopted are consistent with the confidentiality obligations of the arbitration and applicable data protection laws. The Tribunal may require the parties to follow these measures, and any failure to comply may result in appropriate sanctions, including but not limited to costs, damages, or procedural measures.

58.4 All parties and the Tribunal shall take reasonable steps to maintain the confidentiality and security of information obtained during the arbitration, including documents, electronic communications, and expert reports, except as otherwise required by law, order of a competent authority, or agreement of the parties.

58.5 The Tribunal may delegate responsibilities for implementation and monitoring of information security measures to the Tribunal Secretary, IT personnel, or other qualified assistants, provided that such delegation does not relieve the Tribunal of its ultimate responsibility for compliance.

**APPENDIX I: STRUCTURE AND FUNCTIONAL PROCEDURES
OF THE ARBITRATION COMMISSION, THE SECRETARIAT OF
THE ARBITRATION COMMISSION AND OF THE BOARD OF
DIRECTORS OF THE BAKU ARBITRATION CENTRE**

1. The Arbitration Commission

1.1 The Arbitration Commission of the Baku Arbitration Centre shall consist of a group of experienced arbitrators appointed by the Board of Directors of the Centre. Members of the Arbitration Commission shall be selected based on their expertise, integrity, and experience in international arbitration.

1.2 Term and Renewal

Members of the Arbitration Commission shall serve a three-year term, renewable subject to satisfactory performance and eligibility criteria set by in the present Appendix.

1.3 Responsibilities and Functions

The Arbitration Commission shall:

(a) Supervise the administration of arbitrations under the Baku Arbitration Centre Rules;

(b) Appoint arbitrators where the parties have not agreed on an appointment or in cases requiring replacement of arbitrators;

(c) Review and approve the award rendered by the tribunal, ensuring compliance with the Baku Arbitration Centre Rules and procedural fairness;

(d) Make decisions on procedural matters, including consolidation, joinder, and coordination of proceedings, where appropriate;

(e) Establish and approve administrative policies, schedules of fees, and guidance for the administration of arbitrations;

(f) Maintain records of all proceedings, ensuring confidentiality and proper archiving.

1.4 Decision-Making Procedure

Decisions of the Arbitration Commission shall be taken by majority vote of its members. In cases of urgency, the President of the Arbitration Commission may take interim measures, subject to ratification by the full Commission at the earliest opportunity.

1.5 Confidentiality and Impartiality

Members of the Arbitration Commission shall maintain strict confidentiality regarding all aspects of the arbitration process and shall perform their duties impartially and independently.

2. The Secretariat of the Baku Arbitration Centre

2.1 Role and Function

The Secretariat shall serve as the administrative arm of the Baku Arbitration Centre, assisting the Arbitration Commission and tribunals in the conduct of arbitrations. Its functions include:

- (a) Receiving and reviewing requests for arbitration and responses;
- (b) Facilitating communications between the parties, the tribunal, and the Arbitration Commission;
- (c) Assisting in the appointment of arbitrators and maintenance of procedural timelines;
- (d) Administering deposits, advances, and payment of fees and expenses in accordance with the Baku Arbitration Centre Rules;
- (e) Maintaining accurate records and archives of all arbitration proceedings;
- (f) Providing logistical support for hearings, case management conferences, and other procedural events.

2.2 Autonomy and Accountability

The Secretariat shall operate under the supervision of the Arbitration Commission but shall have operational autonomy in the administration of cases. All actions of the Secretariat shall be reported to the Arbitration Commission to ensure transparency and accountability.

2.3 Confidentiality

All members and staff of the Secretariat shall maintain strict confidentiality concerning the proceedings and information handled by the Secretariat, in accordance with the Baku Arbitration Centre Rules.

2.4 Delegation of Duties

The Secretariat may delegate administrative responsibilities to qualified staff or external service providers, provided that such delegation does not affect the procedural integrity or confidentiality of the arbitration proceedings.

3. Coordination Between the Arbitration Commission and Secretariat

3.1 Decision Implementation

The Secretariat shall implement procedural decisions, directions, and orders issued by the Arbitration Commission or the tribunal, ensuring timely communication and execution.

3.2 Reporting and Consultation

The Secretariat shall regularly report to the Arbitration Commission on the status of ongoing arbitrations, pending applications, and administrative matters requiring the Commission's attention.

3.3 Support in Case Management

The Secretariat shall provide technical and administrative support for case management conferences, coordination of multi-party or multi-contract arbitrations, and procedural

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efWiciency measures directed by the Arbitration Commission or tribunal.

4. The Board of Directors of the Baku Arbitration Centre

4.1 Composition

4.1.1 The Baku Arbitration Centre shall be managed and governed by a Board of Directors, which shall serve as the highest governing body of the Centre.

4.1.2 The Board of Directors shall consist of at least Wive members, excluding the President of the Board of Directors, appointed based on their expertise in law, international arbitration, business, or relevant professional Wields.

4.1.3 The Board may include individuals from diverse nationalities and legal systems to ensure international credibility and neutrality.

4.2 Appointment and Term

4.2.1 Members of the Board of Directors shall be appointed by the founding body or shareholders of the Baku Arbitration Centre, or by the existing Board as per internal regulations.

4.2.2 Directors shall serve for a term of three (3) years, renewable subject to satisfactory performance and eligibility criteria established by the Centre.

4.2.3 The Board shall appoint a President and, optionally, a Vice-President from among its members. The President of the Board shall serve for a term of Wive (5) years and may be reappointed.

5. Responsibilities and Powers of the Board

5.1 The Board of Directors shall:

(a) DeWine the strategic direction, mission, and policies of the Baku Arbitration Centre;

(b) Approve and oversee the adoption of the Rules, procedures, and amendments of the Baku Arbitration Centre;

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APPENDIX I**

- (c) Appoint members of the Arbitration Commission and oversee their performance;
- (d) Approve the budget, fees, and Winancial policies of the Centre;
- (e) Ensure compliance with applicable laws and regulations, including corporate governance requirements;
- (f) Establish internal committees or working groups to assist in administrative, Winancial, and policy matters;
- (g) Promote the reputation and international recognition of the Baku Arbitration Centre;
- (h) Approve the annual report, accounts, and audit reports of the Centre.

6. Role and Powers of the President of the Board of Directors:

6.1 The President of the Board of Directors shall:

- (a) Preside over meetings of the Board of Directors;
- (b) Coordinate the work of the Board and ensure timely implementation of its decisions;
- (c) Represent the Baku Arbitration Centre externally, including in international forums and relations with stakeholders;
- (d) Exercise a casting vote in the event of a tie in Board decisions;
- (e) Provide guidance to the Arbitration Commission and Secretariat on strategic and administrative matters, without interfering with tribunal independence.

6.2 The Vice-President shall act in the President's place during absence or incapacity.

7. Meetings and Decision-Making

7.1 The Board shall meet at least twice a year or more frequently as necessary.

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APPENDIX I**

7.2 Decisions of the Board shall be made by a majority vote of members present, unless otherwise specified in the Statutes.

7.3 Minutes of all meetings shall be recorded and securely archived.

8. Confidentiality and Independence

8.1 Members of the Board shall maintain strict confidentiality regarding the operations, disputes, and internal matters of the Baku Arbitration Centre.

8.2 Members shall act independently, in good faith, and avoid any conflict of interest that may compromise the integrity or impartiality of the Centre.

9. Final Provisions

9.1 Amendments

The structure and functional procedures of the Arbitration Commission and Secretariat may be amended by the Board of Directors of the Baku Arbitration Centre, subject to recommendations by the Arbitration Commission.

9.2 Effectiveness

These provisions shall take effect upon adoption by the Board of Directors and shall govern all current and future arbitrations administered by the Baku Arbitration Centre.

APPENDIX II: ARBITRATION COSTS AND FEES

1. Fee Schedule and Calculation

1.1 The Baku Arbitration Centre shall maintain a Schedule of Fees, which shall be published and periodically updated. The Schedule shall set out:

- (a) Administrative fees according to the amount in dispute;
- (b) Fees for the arbitral tribunal, including presiding and co-arbitrators;
- (c) Fees for tribunal secretaries or assistants;
- (d) Any other fees reasonably chargeable for administrative or procedural services.

1.2 For arbitrations involving multiple claims, counterclaims, cross-claims, joinder of parties, or consolidation of proceedings, the Secretariat may determine adjusted fees, reflecting the complexity of the case.

1.3 In cases where the amount in dispute is not quantifiable at the outset, the Secretariat may make a provisional fee estimate, which may be updated as further information becomes available.

2. Payment Procedure and Record-Keeping

2.1 The Secretariat shall issue notifications specifying the fees payable, with instructions on timing and method of payment.

2.2 The Baku Arbitration Centre shall maintain confidential records of all payments, deposits, and adjustments.

2.3 If a party pays fees on behalf of another, the tribunal may order reimbursement of such payments.

2.4 Upon conclusion of the arbitration, the Baku Arbitration Centre shall provide the parties with a final statement of all fees and deposits applied, including any balance due or to be returned.

3. Adjustments for Special Circumstances

3.1 The Secretariat may revise fees in cases of:

- (a) Extension of proceedings;

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ARBITRATION COSTS AND FEES**

(b) Consolidation or coordination of arbitrations;

(c) Appointment of additional arbitrators, experts, or assistants;

(d) Procedural or administrative measures requiring significant resources.

3.2 Any adjustments shall be communicated to the parties, and the parties shall be given an opportunity to respond or comply before any procedural consequences apply.

4. Transparency and Reporting

4.1 The Baku Arbitration Centre may provide aggregate statistical reports on arbitrations conducted, including ranges of fees and deposits collected, while preserving the confidentiality of parties and disputes.

4.2 The Secretariat may adopt guidelines for the treatment of unexpended deposits, accounting procedures, and reporting practices for internal and external oversight.

5. Filing Fee

5.1 A non-refundable filing fee of USD 500 shall accompany every Notice of Arbitration submitted under these Rules.

5.2 The filing fee shall be credited to the administrative costs of the arbitration and is non-reimbursable under any circumstance.

6. Administrative Costs

6.1 The administrative costs of the Baku Arbitration Centre cover the services provided by the Centre and the Secretariat in the administration of the arbitration, including the appointment of arbitrators, financial management of deposits, and administrative assistance throughout the proceedings.

6.2 The administrative costs are calculated on the basis of the amount in dispute according to the following Schedule of Administrative Costs.

6.3 The Arbitration Commission may fix administrative costs at a higher or lower figure than that which results from this Schedule if exceptional circumstances so justify.

SCHEDULE OF ADMINISTRATIVE COSTS

Amount in Dispute (USD)	Administrative Costs (USD)
0 – 50,000	800
50,001 – 250,000	1,500 + 0.8% of amount over 50,000
250,001 – 1,000,000	3,100 + 0.35% of amount over 250,000
1,000,001 – 2,000,000	5,725 + 0.25% of amount over 1,000,000
2,000,001 – 5,000,000	8,225 + 0.15% of amount over 2,000,000
5,000,001 – 10,000,000	12,725 + 0.10% of amount over 5,000,000
10,000,001 – 50,000,000	17,725 + 0.05% of amount over 10,000,000
50,000,001 – 100,000,000	37,725 + 0.02% of amount over 50,000,000
Over 100,000,000	Maximum USD 47,725

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ARBITRATION COSTS AND FEES**

7. Arbitrators' Fees

7.1 The arbitrators' fees cover all their professional services rendered in the arbitration, including study of the Wile, participation in hearings, deliberations, and drafting of awards.

7.2 The fees of the arbitral tribunal shall be Wixed by the Arbitration Commission in accordance with the following Schedule of Arbitrators' Fees.

7.3 The Arbitration Commission may Wix the fees of arbitrators at a higher or lower level within the applicable ranges, taking into account the complexity of the dispute, the diligence and efWiciency of the arbitrators, and the time devoted to the case.

7.4 In exceptional circumstances, the Arbitration Commission may exceed the maximum limits set out in this Schedule.

SCHEDULE OF ARBITRATORS' FEES

AMOUNT IN DISPUTE (USD)	SOLE ARBITRATOR'S FEES (USD)	THREE-MEMBER TRIBUNAL FEES (USD)
0 - 50,000	2,000 - 3,000	3,000 - 4,500
50,001 - 250,000	3,000 - 6,000	4,500 - 9,000
250,001 - 1,000,000	6,000 - 12,000	9,000 - 18,000
1,000,001 - 2,000,000	12,000 - 20,000	18,000 - 30,000
2,000,001 - 5,000,000	20,000 - 35,000	30,000 - 52,500
5,000,001 - 10,000,000	35,000 - 50,000	52,500 - 75,000
10,000,001 - 50,000,000	50,000 - 90,000	75,000 - 135,000
50,000,001 - 100,000,000	90,000 - 120,000	135,000 - 180,000
Over 100,000,000	120,000 - 150,000	180,000 - 225,000

SCHEDULE OF COSTS AND ARBITRATORS' FEES

Amount in Dispute (USD)	Administrative Costs (USD)	Sole Arbitrator's Fees (USD)	Three-Member Tribunal Fees (USD)
0 – 50,000	800	2,000 – 3,000	3,000 – 4,500
50,001 – 250,000	1,500 + 0.8% of amount over 50,000	3,000 – 6,000	4,500 – 9,000
250,001 – 1,000,000	3,100 + 0.35% of amount over 250,000	6,000 – 12,000	9,000 – 18,000
1,000,001 – 2,000,000	5,725 + 0.25% of amount over 1,000,000	12,000 – 20,000	18,000 – 30,000
2,000,001 – 5,000,000	8,225 + 0.15% of amount over 2,000,000	20,000 – 35,000	30,000 – 52,500
5,000,001 – 10,000,000	12,725 + 0.10% of amount over 5,000,000	35,000 – 50,000	52,500 – 75,000
10,000,001 – 50,000,000	17,725 + 0.05% of amount over 10,000,000	50,000 – 90,000	75,000 – 135,000
50,000,001 – 100,000,000	37,725 + 0.02% of amount over 50,000,000	90,000 – 120,000	135,000 – 180,000
Over 100,000,000	Maximum USD 47,725	120,000 – 150,000	180,000 – 225,000

**BAKU ARBITRATION CENTRE ARBITRATION RULES
ARBITRATION COSTS AND FEES**

8. Expenses

8.1 In addition to their fees, arbitrators shall be reimbursed for their reasonable expenses, including travel, accommodation, meals, and other expenditures directly related to the arbitration.

8.2 Expenses shall be reimbursed against receipts in accordance with Baku Arbitration Centre's internal Winancial regulations.

9. Payments and Accounting

9.1 All deposits and payments of fees and expenses shall be made to and held by the Baku Arbitration Centre, which shall manage and disburse such amounts in accordance with these Rules.

9.2 Upon the conclusion of the arbitration, the Centre shall render an account of the deposits received and apply them to cover administrative costs, arbitrators' fees, and expenses.

9.3 Any unexpended balance shall be returned to the parties in the proportions in which they were paid or as otherwise determined by the arbitral tribunal.

10. Currency and Conversion

10.1 All amounts in this Appendix are expressed in United States Dollars (USD).

10.2 Where the arbitration is Wiled in another currency, the applicable equivalent shall be calculated using the ofWicial exchange rate on the date of Wiling of the Notice of Arbitration.

10.3 The Centre may maintain accounts in Azerbaijani Manat (AZN) or other currencies as required.

APPENDIX III: EMERGENCY ARBITRATION RULES

1. Application for Emergency Measures

1.1 A party seeking urgent interim or conservatory relief that cannot await the constitution of the arbitral tribunal (“Emergency Measures”) may submit an Application for Emergency Measures (“Application”) to the Secretariat of the Baku Arbitration Centre pursuant to Appendix III of these Rules.

1.2 The Application shall be submitted electronically or in a sufficient number of copies to provide one copy for each party, one for the Emergency Arbitrator, and one for the Secretariat, where hard copies are required.

1.3 The Application shall include the following information:

(a) The full name, description, address, and contact details of each party;

(b) The name, address, and contact details of any representative of the applicant;

(c) A concise description of the circumstances giving rise to the Application and of the underlying dispute submitted or to be submitted to arbitration;

(d) A statement of the Emergency Measures sought;

(e) The reasons why such measures are urgently required and cannot await the constitution of the arbitral tribunal;

(f) A copy of any relevant agreement(s), including the arbitration agreement;

(g) Any agreement as to the seat of arbitration, applicable law, or language;

(h) Proof of payment of the filing fee and deposit for Emergency Arbitration as provided in Article 7 of this Appendix; and

(i) Any Notice of Arbitration or related documents already filed in connection with the underlying dispute.

**BAKU ARBITRATION CENTRE ARBITRATION RULES
APPENDIX III: EMERGENCY ARBITRATION RULES**

The Application may be accompanied by any additional documents or information the applicant considers relevant.

1.4 The Application shall be made in the language agreed upon by the parties, or, failing such agreement, in the language of the arbitration agreement.

1.5 Upon receipt of the Application, the President of the Arbitration Commission shall determine, on the basis of the information submitted, whether the Emergency Arbitrator Provisions apply. If so, the Secretariat shall transmit a copy of the Application and annexes to the responding party or parties. If the President of the Arbitration Commission determines otherwise, the Secretariat shall inform the parties that the emergency proceedings will not proceed and shall transmit the Application for information purposes only.

1.6 If the Secretariat does not receive the applicant's Notice of Arbitration within ten (10) days of the Wiling of the Application, the President of the Arbitration Commission shall terminate the emergency proceedings, unless the Emergency Arbitrator directs otherwise.

2. Appointment of the Emergency Arbitrator and Transmission of the File

2.1 The President of the Arbitration Commission shall appoint an Emergency Arbitrator as soon as practicable, normally within two (2) days of receipt of the Application by the Secretariat.

2.2 No Emergency Arbitrator shall be appointed after the Wile has been transmitted to the arbitral tribunal. An Emergency Arbitrator appointed before that transmission shall retain jurisdiction to render an order within the time permitted under these Rules.

2.3 Upon appointment, the Secretariat shall notify the parties and transmit the Wile to the Emergency Arbitrator. Thereafter, all written communications shall be sent directly to the Emergency Arbitrator, with copies to the other parties and the Secretariat.

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APPENDIX III: EMERGENCY ARBITRATION RULES**

2.4 Every Emergency Arbitrator shall be and remain impartial and independent. Prior to appointment, each prospective Emergency Arbitrator shall sign a Statement of Acceptance, Availability, Impartiality and Independence, which the Secretariat shall share with the parties.

2.5 An Emergency Arbitrator shall not act as an arbitrator in any subsequent arbitration relating to the same dispute.

3. Challenge of an Emergency Arbitrator

3.1 A challenge to the Emergency Arbitrator must be made within three (3) days of the notification of the appointment, or from the date when the challenging party became aware of the facts giving rise to the challenge, whichever is later.

3.2 The challenge shall be decided by the Arbitration Commission, after affording the Emergency Arbitrator and the other party or parties an opportunity to comment in writing within a reasonable period.

4. Place of Emergency Arbitration Proceedings

4.1 If the parties have agreed upon the seat of arbitration, that shall also be the seat of the Emergency Arbitration proceedings.

In the absence of such agreement, the President of the Arbitration Commission shall determine the seat, without prejudice to the arbitral tribunal's subsequent determination.

4.2 The Emergency Arbitrator may conduct meetings in person or by electronic means, including videoconferencing or other secure communication platforms.

5. Conduct of the Proceedings

5.1 The Emergency Arbitrator shall establish a procedural timetable as soon as possible, normally within two (2) days of receiving the Wile.

5.2 The Emergency Arbitrator shall conduct the proceedings in the manner deemed appropriate, considering the urgency and nature of the Application, while ensuring that all parties are

**BAKU ARBITRATION CENTRE ARBITRATION RULES
APPENDIX III: EMERGENCY ARBITRATION RULES**

treated fairly and equally and have a reasonable opportunity to present their case.

6. Emergency Arbitrator's Order

6.1 The Emergency Arbitrator's decision shall take the form of an Order.

6.2 The Emergency Arbitrator shall determine the admissibility of the Application and jurisdiction to order Emergency Measures.

6.3 The Order shall be in writing, state the reasons upon which it is based, and be dated and signed by the Emergency Arbitrator.

6.4 The Order shall be rendered within the time limit transmitted to the Emergency Arbitrator, unless extended by the President of the Arbitration Commission for justifiable reasons.

6.5 The Emergency Arbitrator shall deliver the Order to the parties and the Secretariat by any means that ensures prompt receipt.

6.6 The Order shall cease to be binding upon:

- (a) the President's termination of the emergency proceedings;
- (b) the acceptance of a challenge to the Emergency Arbitrator;
- (c) the issuance of a final award by the arbitral tribunal, unless otherwise decided by that tribunal; or
- (d) the withdrawal or termination of the arbitration.

6.7 The Emergency Arbitrator may make the Order subject to conditions, including requiring the provision of appropriate security.

6.8 Before the transmission of the Order to the arbitral tribunal, the Emergency Arbitrator may, upon a reasoned request of a party, modify, suspend, or annul the Order.

**BAKU ARBITRATION CENTRE ARBITRATION RULES
APPENDIX III: EMERGENCY ARBITRATION RULES**

7. Costs of Emergency Arbitration

7.1 The applicant shall pay a non-refundable Wiling fee of USD 250 and a deposit of USD 1,500, comprising:

- USD 250 for the Baku Arbitration Centre administrative expenses; and
- USD 1,500 for the Emergency Arbitrator's fees and expenses.

7.2 The Application shall not be processed until proof of payment of the Wiling fee and deposit is received by the Secretariat.

7.3 The President of the Arbitration Commission may, at any stage, increase the Emergency Arbitrator's fees or the Baku Arbitration Centre administrative expenses, taking into account the complexity and amount of work performed.

Failure to pay any additional amount within the time Wixed by the Secretariat shall result in the withdrawal of the Application.

7.4 The Emergency Arbitrator's Order shall determine the costs of the Emergency Arbitration, including the apportionment of:

- (a) Baku Arbitration Centre administrative expenses;
- (b) the Emergency Arbitrator's fees and expenses; and
- (c) reasonable legal and other costs incurred by the parties.

7.5 If the emergency proceedings are terminated before an Order is made, the President of the Arbitration Commission shall determine the amount, if any, to be reimbursed to the applicant. A minimum of USD 150 for Baku Arbitration Centre administrative expenses shall be non-refundable in all cases.

8. General Provisions

8.1 The President of the Arbitration Commission shall have discretion to decide any administrative matters not expressly provided for in this Appendix. In the President's absence or at the President's request, any Vice-President of the Arbitration Commission may act on the President's behalf.

BAKU ARBITRATION CENTRE ARBITRATION RULES
APPENDIX III: EMERGENCY ARBITRATION RULES

8.2 In all matters not specifically covered by this Appendix, the Arbitration Commission, the President, and the Emergency Arbitrator shall act in the spirit of these Rules and the principles of efficiency, impartiality, and due process.

APPENDIX IV: EXPEDITED ARBITRATION RULES

1. Scope and Applicability

1.1 These Expedited Procedure Rules shall apply only if the parties have expressly agreed in writing to their application.

1.2 The rules apply to all disputes submitted to the Baku Arbitration Centre after the adoption of this Appendix, unless the parties have explicitly agreed otherwise.

2. Notice of Arbitration and Request for Expedited Procedure

2.1 The claimant may indicate in the Request for Arbitration a request for an expedited procedure.

2.2 If the parties have agreed to the expedited procedure, the Request must indicate such agreement explicitly.

2.3 The Request shall include:

- (a) The names and contact details of the parties;
- (b) A brief statement of the facts and claims;
- (c) The amount in dispute, if any;
- (d) The parties' agreement to the Baku Arbitration Centre Expedited Rules, including the expedited procedure.

3. Constitution of the Tribunal

3.1 The Baku Arbitration Centre shall appoint a sole arbitrator unless the parties expressly agree otherwise.

3.2 The Baku Arbitration Centre shall consider:

- (a) Experience in expedited procedures;
- (b) Subject-matter expertise;
- (c) Availability to conduct hearings on a shortened timetable.

3.3 The Tribunal shall be confirmed within fifteen (15) days of the Notice of Arbitration unless otherwise agreed by the parties.

4. Timetable and Procedure

4.1 The Tribunal shall establish an expedited timetable at the first procedural conference.

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4.2 All written submissions (Statements of Claim and Defense) shall not exceed 20 pages, unless the Tribunal permits otherwise.

4.3 The Tribunal may decide the case based on documents alone unless a party requests an oral hearing.

4.4 The Arbitral Tribunal shall fix short deadlines for evidence production, document exchange, and witness statements, generally not exceeding sixty (60) days from the confirmation of the Arbitral Tribunal.

5. Hearings

5.1 Hearings, if held, shall be scheduled within 30 days of the Tribunal's formation.

5.2 Hearings shall be limited in scope and may be conducted via videoconference or other electronic means unless the Tribunal determines otherwise.

6. Awards

6.1 The Arbitral Tribunal shall aim to render the final award within six (6) months of its constitution, subject to the case's complexity.

6.2 Awards shall be final and binding, subject to the Baku Arbitration Centre's rules on correction and interpretation within fifteen (15) days of the award.

6.3 Partial awards are permitted to expedite resolution of specific issues.

7. Costs

7.1 The Arbitral Tribunal shall determine costs in accordance with the Baku Arbitration Centre's Schedule of Fees for Expedited Procedures.

7.2 The Tribunal may reduce fees if the expedited procedure shortens the proceedings or reduces costs.

8. Confidentiality

8.1 All proceedings under the Expedited Procedure Rules shall be confidential, including filings, hearings, and awards, except as required by law or agreed by the parties.

8.2 The Tribunal may require additional confidentiality undertakings from parties or witnesses.

SCHEDULE OF ARBITRATORS' FEES AND ADMINISTRATIVE EXPENSES APPLICABLE TO EXPEDITED PROCEDURE

AMOUNT IN DISPUTE (USD)	REGISTRATION FEE (USD)	ADMINISTRATIVE EXPENSES (USD)	ARBITRATOR'S FEES – SOLE ARBITRATOR (USD)	ARBITRATOR'S FEES – THREE ARBITRATORS (USD)
UP TO 100,000	200	1,000	2,000 – 3,000	4,000 – 6,000
100,001 – 500,000	200	1,500	3,000 – 5,000	6,000 – 10,000
500,001 – 1,000,000	200	2,000	5,000 – 7,500	10,000 – 15,000
1,000,001 – 2,000,000	200	3,000	7,500 – 10,000	15,000 – 20,000
2,000,001 – 5,000,000	200	5,000	10,000 – 15,000	20,000 – 30,000
5,000,001 – 10,000,000	200	8,000	15,000 – 25,000	30,000 – 50,000
OVER 10,000,000	200	10,000	25,000 – 40,000	50,000 – 80,000

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APPENDIX IV: EXPEDITED ARBITRATION RULES