

## 附录二:

### 2021 年《BCCI 仲裁院规则》(英文版)

#### **Rules of the Court of Arbitration at the BCCI – 2021**

[These Rules were adopted by the Management Board of the Bulgarian Chamber of Commerce and Industry under a Resolution recorded in Minutes No. 1 of 31.03.1993 and came into force on 1 July 1993, abrogating all effective Rules existing up to that time.

These Rules were amended by a Resolution of the Executive Council of the BCCI under No. 47/3 – 2002 of 29.01.2002 coming into force on February 1, 2002, as well as subsequent amendments with Resolution No. 95/1 – 2008 of the Executive Council of the BCCI from 15.01.2008, as well as subsequent amendments with Resolutions of the Executive Council of the BCCI No. 95/1 – 2008 of 15.01.2008 that became effective as of 01.02.2008 and amendments with Resolution No. 67/21 – 2011 of 15.11.2011 of the Executive Council of the BCCI from 15.11.2011, effective as of 01.01.2012.

Only the respective texts adopted by resolution of the Executive Council of the BCCI No. 72/27 – 2016 of 29.11.2016 are indicated as “amended, supplemented” and “new” and they became effective as of 01.01.2017. These Rules were amended and supplemented by Decision 1 under Item 1.3 of Minutes No. 9/20 – 2019 of 22.10.2019 of the Executive Council of the BCCI effective as of 01.12.2019, , amended and supplemented by Decision 1 under Item 1.1 of Minutes №35/20 – 2020 of 17.12.2020 of the Executive Council of the BCCI, effective as of 01.01.2021. ]

## **I . General Provisions**

### **Art. 1. Court of Arbitration**

(1) The Court of Arbitration at the Bulgarian Chamber of Commerce and Industry is a jurisdiction institution, independent from the Chamber. The organisation of the Court of Administration and the status of the arbitrators shall be governed by the Statute of the Court of Arbitration.

(2) The Court of Arbitration shall resolve civil disputes as well as disputes related to filling gaps in contracts or their adaptation to newly arisen circumstances, irrespective of whether the seat or domicile of one or both parties is in the Republic of Bulgaria or abroad.

### **Art. 2. Grounds of Jurisdiction of the Court of Arbitration**

(1) (Amendment effective as of 01.01.2017) The Court of Arbitration shall proceed on disputes under Art. 1, Paragraph (2) provided the disputes have been submitted to it by virtue of an arbitration agreement.

(2) (Amendment effective as of 01.01.2017) The arbitration agreement shall be in writing. The agreement shall be deemed of being in writing also when contained in letters and other written means of communication, exchanged between the parties or contained in general conditions, referred to in a written contract concluded by the parties.

(3) An arbitration agreement shall be considered to be in writing also when a claimant files a statement of claim before the Court of Arbitration and the respondent, either in writing or by means of a statement, recorded into the minutes of the arbitration hearing, agrees the dispute to be heard by the Court of Arbitration or performs an act before the Court, directed towards hearing the dispute on its merits without challenging the jurisdiction of the Court of Arbitration.

(4) (New, effective as of 01.01.2017) Unless if in the arbitration agreement concluded after this paragraph has come into force the parties have not otherwise agreed, the agreement about the applicability of the Rules of the AC at the BCCI shall mean

that the parties have accepted the jurisdiction of the AC at the BCCI as well.

### **Art. 3. Applicable Procedural Rules**

(1) Unless the parties agree otherwise, their consent to submit the dispute to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry shall mean that they accept these Rules.

(2) The Court of Arbitration shall apply the rules related to the proceedings on the case as agreed on by the parties, except when they contradict any mandatory provisions of the applicable law on arbitration or the principles of these Rules.

(3) Regarding issues not governed by the Law on International Commercial Arbitration, by these Rules or by an agreement of the parties, the arbitrators shall proceed in accordance with their reasonable discretion, guided by the nature of the arbitration and the issue at dispute, ensuring in any event equal opportunity for defense to each party.

(4) In cases based on an arbitration agreement, those provisions of the Rules shall apply which were in force at the time of commencement of the arbitration proceedings, except when both parties request application of the rules in force at the time of conclusion of the arbitration agreement or those which became effective after the commencement of the arbitration proceedings.

(5) Unless a party immediately objects in writing or during an arbitration hearing against a violation of a procedural rule under para (1) or (2) above, it shall be deemed that this party has waived its right of claiming the violation.

## **II . Statement of Claim and Reply to the Statement of Claim**

### **Art. 4. Submission of the Statement of Claim**

(1) Arbitration proceedings shall commence with the submission of a Statement of Claim to the Court of Arbitration.

(2) The Statement of Claim shall be considered filed on the day when it was registered by the Secretariat of the Court of Arbitration and if sent by mail-on the date recorded on the stamp of the post office at the location of mailing.

(3) (New, effective as of 01.01.2017) Receiving of a case transferred by another arbitration or state court terminated as a result of an agreement between the parties governing the jurisdiction of the Court of Arbitration at the BCCI shall not commence an arbitration proceeding. In such events the Secretariat shall notify the Claimant about the received documentation and shall send to the Claimant the Rules of the AC at the BCCI with the instruction that the case shall be filed if the requirements of the preceding paragraph shall be satisfied.

#### **Art. 5. Contents of the Statement of Claim**

- (1) A statement of claim shall contain;
- the full names, unified identification codes (UIC)/Personal IDs of the parties;
  - the addresses of the parties, telephone, telefax and e-mail address;
  - the value of the claim;
  - a statement of facts on which the claim is based;
  - the remedy sought and the amount claimed;
  - the name of the arbitrator or a request that the arbitrator be appointed by the President of the Court of Arbitration;
  - a list of documents, attached to the statement of claim;
  - the signature of the claimant.
- (2) The claimant shall indicate in the statement of claim all pieces of evidence and submit the written evidence, related to the facts on which the claim is based.
- (3) The following documents shall be attached to the statement of claim;
- the arbitration agreement, when the jurisdiction of the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry (BCCI) is not based on any international treaty;
  - actual status certificates of the claimant and the respondent;
  - a receipt for payment of the arbitration charge and a deposit for expenses copies of the statement of claim and of the documents corresponding to the number of respondents.
- (4) If possible, the parties shall enclose the text of the statement of claim and the



accompanying documents on electronic carrier.

**Art. 6. Value of the Claim. Assessment of the Arbitration Charge**

(1) The value of the claim shall be determined;

for money claims-by the amount at issue;

concerning claims for surrender of immovable property – 1/4 of the tax assessment, and in the case that there is non-of their market price. For movable property-over their real value;

concerning claims for declaratory relief or transformation of legal relations-by the value of the contract at the time of submission of the statement of claim, and concerning lease contracts of indefinite term-by the rent for one year;

concerning claims for periodic payments for a definite term-by the sum total of all payments, and for payments for an indefinite period of time-by the sum total of the payments for three years.

(2) The value of the claim shall be indicated by the claimant in the statement of claim. When the statement of claim contains several claims the value of each claim shall be indicated separately.

(3) In case of submission of a request for set-off by a respondent, the latter shall indicate the value in accordance with the provisions of para(1) and para(2) above.

(4) In case a claimant has failed or wrongly indicated the value of the claim or when the value cannot be determined exactly, the President of the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry, on his own initiative or on a request of the respondent, shall determine the value of the claim on the basis of the available data.

(5) If during the proceedings on the case it is revealed that the value of the claim has not been determined in accordance with the provisions of the preceding paragraphs, the Arbitral Tribunal shall finally determine the value of the claim.

(6) The above provisions shall also apply when the value of a request for set-off is determined.

(7) The claimant shall pay arbitration charge on the basis of the sum total of all

claims, while the respondent shall pay arbitration charge on the basis of the values of the submitted counter-claims and requests for set-off.

#### **Art. 7. Preliminary Assessment of the Jurisdiction of the Court**

(1) When a claimant in his/her statement of claim does not refer to an arbitration agreement or has failed to submit it, the Secretariat of the Court shall invite him/her within 15 days and in international disputes within 30 days to submit such an agreement or to declare in writing that he/she would like, irrespective of the absence of such an arbitration agreement, a copy of the statement of claim to be served upon the respondent.

(2) If within the prescribed time limit the claimant fails to submit an agreement substantiating the jurisdiction of the Court of Arbitration at BCCI or to declare in writing his/her request for serving a copy of the statement of claim upon the respondent, as well as when the submitted arbitration agreement refers to an unarbitrable dispute, the statement of claim shall be returned to the claimant on a ruling of the President of the Court of Arbitration.

(3) When within the prescribed time limit the claimant submits an arbitration agreement substantiating the jurisdiction of the Court of Arbitration at BCCI, the Secretariat of the Court shall send to the claimant a notice for payment of the arbitration charge due and the deposit for expenses determined.

(4) If within the time limits, under para(1), the claimant fails to submit an arbitration agreement but declares in writing his/her wish that a copy of the statement of claim be served upon the respondent, the Secretariat shall notify the claimant to pay the minimum arbitration charge of the respective tariff. If the respondent, by his written reply, agrees the case to be heard pursuant to Art. 2(3), the claimant shall be obliged to pay the arbitration charge up to the full amount according to the tariff.

#### **Art. 8. Correction of Shortcomings in the Statement of Claim**

(1) Should the statement of claim fall short of the provisions of art. 5, para(1) or the attachments under art. 5, para(3), items 3 and 4 have not been submitted, the Secretariat of the Court shall give the claimant a time limit for correction of the shortcom-

ings. This time limit shall not be longer than 30 days in international disputes and 15 days respectively in domestic disputes, effective from the date of receipt of the notice. No court proceedings shall be undertaken until the correction of the shortcomings.

(2) If the claimant contests the view of the Secretariat concerning the regularity of the statement of claim, the issue shall be decided by the President of the Court of Arbitration.

(3) If the claimant does not correct the shortcomings within thirty days after the time limit under para. (1) has elapsed, the statement of claim shall be returned to the claimant as per a ruling by the President of the Court of Arbitration.

#### **Art. 9. Reply to the Statement of Claim**

(1) After filing the statement of claim and payment of the arbitration charge and the deposit for expenses, the Secretariat of the Court shall notify the respondent and serve on a copy of the statement of claim with all the attached documents, accompanied by the list of arbitrators.

(2) At the same time the Secretariat shall inform the respondent that within 30 days from the date of receipt of the statement of claim he/she can submit a reply, supported by respective evidence. When a dispute is between parties whose seats or domiciles are in this country, the time limit for reply shall be 15 days. Upon a request of the respondent the above time limits can be extended by the President of the Court of Arbitration.

(3) The respondent shall advise the name of the selected arbitrator within the same time limit or leave to the President of the Court of Arbitration to appoint the arbitrator.

(4) The respondent may submit a counter claim or a request for set-off if the dispute concerning his/her receivable is within the jurisdiction of the Court of Arbitration. The counter claim shall be submitted no later than the end of the first open hearing of the case and shall be subject to the provisions of Art. 5. The request for the set-off can be submitted at a later date as well.

(5) The absence of a reply to the statement of claim shall not be deemed to mean

acceptance of the claim.

### III. Papers, Notices, Serving of Documents

#### Art. 10. Submission of Documents on the Case

(1) All documents shall be submitted with copies corresponding to the number of parties and one additional copy for the Court of Arbitration. If possible, the party shall provide all documents on the case on electronic carrier.

(2) The documents referred to in para(1), except the written evidence /para(3) of art. 29/ shall be submitted in the language in which the contract was concluded or in the language which the parties used in their correspondence between each other or in the Bulgarian language. The translation of these papers shall be done on the order of the Secretary for the account of the party submitting the papers.

(3) In case papers are submitted in a language, the translation from which is connected with difficulties, the Secretary of the Court may order the respective party to submit the said papers translated into English, French, German, Russian, Italian or Spanish. If the party fails to submit a translation within the prescribed time limit no further proceedings shall be undertaken.

#### Art. 11. Sending and Serving of Documents

(1) The Secretariat of the Court shall send to the parties all relevant papers, notices and summonses to the addresses indicated by them, or to the addresses of their duly authorized representatives.

(2) (Amended, effective as of 01. 12. 2019) The Statement of Claim, the Reply to the Statement of Claim, the Arbitral Award and the Rulings shall be sent to the parties through licensed postal operators, which shall certify the serving of or the attempt thereto by a document, that shall be attached to the file of the case.

(3) All above mentioned documents can be served personally on the party or on its representative against a document of receipt.

(4) (Amended, effective as of 01. 12. 2019) Parties shall indicate an electronic address in the Statement of Claim or in the Reply to the Statement of Claim at which

the documents mentioned in the preceding paragraph are to be sent.

In the event of omission, a party may indicate an electronic address at a later moment.

At the request of a party, the Secretariat shall submit an electronic address at which to send the documents mentioned in Sentence 1 free of charge.

Sending of documents via electronic means shall be certified by a Secretariat employee who shall put a date, sign and attach a copy of the electronic notice to the file of the case. Parties and expert witnesses may communicate to the AC any of their opinions, pleadings, conclusions and others under the above mentioned conditions.

#### **Art. 12. Receipt of Papers, Summonses and Notices**

(1) When the seat, domicile, habitual place of residence or the postal address of the recipient party cannot be traced after a diligent inquiry the papers, notices or summonses shall be deemed received if sent to its latest known seat, domicile, habitual place of residence or postal address by registered mail or by any other means which can certify the attempt for delivery.

(2) The document, referred to in para(1) shall be deemed delivered also when the addressee has refused to receive it or failed to contact the post office to receive it, if the respective post office authorities certify that.

(3) The time limits for procedural acts of the parties shall commence from the date on which the addressee received the notice. If the last day of the term falls on a holiday, the time limit shall expire on the first weekday after the holiday.

### **IV. Arbitral Tribunal**

#### **Art. 13. Composition of the Arbitral Tribunal**

(1) The Court of Arbitration shall hear and resolve the disputes referred to it through an Arbitral Tribunal, which can be composed of a sole arbitrator or of three arbitrators.

(2) The President of the Court of Arbitration may propose to the parties to agree the case to be heard and resolved by a sole arbitrator, selected by consent, or leave to

the President of the Court of Arbitration to appoint him/her.

#### **Art. 14. Panel of Arbitrators**

(1) When the Arbitral Tribunal is composed of three arbitrators, each of the parties shall appoint one arbitrator and the two appointed arbitrators on their part shall elect the presiding arbitrator from the list of arbitrators within 7 days from the date of notice advising of their appointment. The time limit shall be 30 days when one of the arbitrators is a foreign citizen.

(2) (Amended, effective as of 01.01.2017) In disputes where one party is a foreign person or a local company with prevailing foreign participation, such party may appoint a foreign citizen for arbitrator who is not included in the list of arbitrators for international cases. Under the same conditions the presiding arbitrator may be elected who also may not be included in the list of arbitrators for international cases.

(3) (New, effective as of 01.12.2019) A party may select an arbitrator from the Regional List of Arbitrators if its domicile or permanent address are located in the district where is the domicile of the respective Regional Chamber within the unified system of the Bulgarian Chambers of Commerce and the place of hearing of the case has been agreed upon in the arbitration agreement to be the place of the domicile of the respective Regional Chamber.

(4) (Former Paragraph 3, effective as of 01.12.2019, amendments effective as of 01.12.2019) The persons, named by the parties or elected for presiding arbitrators, who are not included in the list of the Court of Arbitration at the BCCI, when accepting to be arbitrators shall fill in a written statement under the provisions of Art. 6, paragraph 7 of the Statute of the Court of Arbitration as well as another written statement, explicitly declaring that they are acquainted with and shall abide by the Rules of the Court of Arbitration at the BCCI as well as a statement that they are acquainted with and accept the Tariff of remunerations of arbitrators acting on behalf of the Court of Arbitration at the BCCI.

(5) (Former Paragraph 4, effective as of 01.12.2019) If a claimant or a respondent fails to appoint an arbitrator or the arbitrators fail to elect the presiding arbitrators

within the time limits under Paragraph 1, the President of the Court of Arbitration shall appoint such arbitrator or presiding arbitrator from the list of arbitrators of the Court.

(6) (Former Paragraph 5, effective as of 01. 12. 2019) If the claimants or the respondents are several they shall appoint an arbitrator by mutual consent. If no agreement can be reached by the claimants or the respondents, the arbitrator shall be appointed by the President of the Court of Arbitration. When only part of the claimants or the respondents have appointed a common arbitrator, the Secretariat shall notify the inactive claimants or respondents about the appointed arbitrator. If they do not submit objections within a 15 – day time limit (30 – day time limit respectively), the President of the Court of Arbitration shall appoint the arbitrator selected by the party.

(7) (Former Paragraph 6, amendments effective as of 01. 12. 2019) The decision of the President of the Court of Arbitration under paragraphs 5 and 6 above shall be final.

#### **Art. 15. A Sole Arbitrator**

By virtue of an agreement of the parties thereto the dispute may be heard and resolved by a sole arbitrator, appointed by both parties from the list of arbitrators. If the parties are unable to reach agreement on the choice of an arbitrator, the arbitrator shall be appointed by the President of the Court of Arbitration.

#### **Art. 16. Replacement of an Arbitrator**

(1) An arbitrator who does not accept his/her appointment or is prevented to do his/her duty for over 60 days shall notify the Secretariat in writing within 7 days from the date of notice advising of his/her appointment. The Secretariat shall inform the respective party immediately requiring the appointment of a new arbitrator. The same shall apply to an arbitrator for whom grounds for incompatibility under art. 7, para 4 of the Statute of the Court of Arbitration at BCCI have arisen.

(2) The presiding arbitrator of the Arbitral Tribunal shall be replaced, following the procedure for his/her election. The replacement of an arbitrator after election of the presiding arbitrator shall not bring about replacement of the latter.

(3) If necessary, the Arbitral Tribunal, after consultation with the parties, may review the issues already dealt with during the hearings preceding the replacement in the cases referred to in paragraphs (1) and (2) above.

#### **Art. 17. Challenge of Arbitrators**

(1) When a person is nominated for arbitrator, he/she shall point out all circumstances which may give rise to reasonable doubts concerning his/her impartiality or independence, submitting a signed statement to this effect to the Secretariat of the Court.

(2) Each party shall have the right of challenging an arbitrator, including the presiding arbitrator, if it has doubts about their impartiality and especially if there is data that they personally, directly or indirectly, have an interest in the outcome of the case.

(3) An arbitrator or a presiding arbitrator of the Arbitral Tribunal shall be obliged to resign under the provisions of para (1) above.

#### **Art. 18. Procedure for Challenge**

(1) Challenge of an arbitrator shall not be made later than 7 days after the challenging party has obtained information about the composition of the Arbitral Tribunal or after the party has obtained information of circumstances providing grounds for the challenge. No challenge shall be made after the case is declared clarified in terms of factual and legal matters and after the Arbitral Tribunal has proceeded to render the final act of the case.

(2) The request for challenge shall be made in writing to the Arbitral Tribunal, stating the reasons thereof.

(3) If the arbitrator does not resign and the opponent party objects to the challenge, the Arbitral Tribunal shall decide on the challenge per se.

(4) When the opponent party approves of the challenge or the challenge has been granted, the new arbitrator or the presiding arbitrator of the Arbitral Tribunal shall be appointed or elected in compliance with the provisions of these Rules. If the newly appointed arbitrator approves of the already elected presiding arbitrator he/she shall sign the protocol for the election, otherwise a new presiding arbitrator shall be elected following the provisions concerning the terms and procedure of election, provided for in



art. 14, para(1).

#### **Art. 19. Challenge of Experts and Interpreters**

A challenge of an expert or an interpreter can be made on the grounds provided for in art. 17, para(2). The Arbitral Tribunal shall render the final ruling on the challenge.

### **V. Hearing the Case**

#### **Art. 20. Preparation for the Hearing**

(1) The Arbitral Tribunal shall supervise the preparation for the hearing of the case and shall take measures for clarification of the circumstances concerning the case and its supplementation with evidence in order to ensure its efficient, inexpensive and correct resolution. For this purpose the case may be heard at a preliminary session without summoning the parties. However, the Arbitral Tribunal shall inform the parties about the measures adopted and the terms for their realization.

(2) The sole arbitrator or the presiding arbitrator of the Arbitral Tribunal shall inform the parties about the measures adopted and shall give specific instructions to the Secretary of the Court for preparation of the case. The former shall fix the date for the hearing and summoning of the parties, witnesses, experts and interpreters.

#### **Art. 21. Place of the Hearing**

(1) The sessions of the Court shall take place in Sofia.

(2) When necessary the Arbitral Tribunal may, on a request of the parties or on its own initiative, hold the hearings at another venue as well.

#### **Art. 22. Summoning to Hearings**

(1) Summonses, stating the date, time and place of the hearing shall be served on the parties. Summonses and notices shall be sent forward in such a manner that each party should have at its disposal at least 30 days to prepare for and to take part in the hearing of the case. When the seats or domiciles of the parties to the dispute are in this country, the time limit for preparation shall not be longer than 15 days.

(2) By consent of the parties a shorter period for preparation may be fixed.

(3) By consent of the parties summoning to hearings may be done by electronic means to an e-mail address specified on the case, under the provisions of art. 11, para (4).

#### **Art. 23. Language of the Hearing**

The hearing of the case shall be conducted in the Bulgarian language but if one of the parties has seat or domicile abroad, the parties may agree on the use of another language. The agreement on the language shall be reached before the composition of the Arbitral Tribunal. The latter shall appoint an interpreter for the party having no command of Bulgarian. The fee of the interpreter shall be for the account of that party, irrespective of the outcome of the case.

#### **Art. 24. Hearing the Case**

(1) The case shall be heard in a session in which the parties may participate in person or through a duly authorized representatives.

(2) The hearing on the case shall be closed to the public. Persons not involved in the proceedings may attend with the permission of the Arbitral Tribunal and by consent of the parties.

(3) (Amendment, effective as of 01. 12. 2019) By consent of the parties the case may be heard and resolved without summoning them at a hearing only on the basis of documentary evidence and written opinions, submitted by them. The case shall be heard without summoning the parties if the respondent in her/his reply to the statement of claim has recognized it. The Arbitral Tribunal, however, may summon the parties to a hearing, if the Arbitral Tribunal finds that the case needs additional clarification.

(4) (Revoked, effective as of 01. 12. 2019).

(4) (Former Paragraph 5, effective as of 01. 12. 2019) All proceedings of the AC at the BCCI are confidential. Any documents pertaining to a proceeding shall be presented only to a party, his/her legal representative or his/her procedural representative.

(5) (New, effective as of 01. 12. 2019) At a party's request and with the consent

of the other party, the Arbitral Tribunal may hold an open hearing by a videoconference upon the party's submission of a well grounded request and good reasons for such a request and provided that the available technical means allow such videoconference.

(6) (New, effective as of 01.01.2021) The Arbitral Tribunal, given the circumstances, may at its discretion and upon hearing of the parties, on the basis of a well-grounded ruling, hold an open hearing entirely or partially from a distance by a videoconference by an electronic platform selected by the Arbitral Tribunal. The Arbitral Tribunal may not apply Art. 30, Paragraph 4, Sentence 2. In this event, the Arbitral Tribunal shall adopt rules regarding questioning and interrogation from a distance, which rules shall guarantee the establishment of the interrogated person's identity and exclude the usage of auxiliary materials or the interference of a third party during the interrogation thus far unrevealed before the Arbitral Tribunal.

The same rules shall apply in the event of hearing of an Expert from a distance.

#### **Art. 25. Non-attendance of a Party**

(1) (Supplemented, effective as of 01.01.2017) The non-attendance of a party, duly notified of the date, time and place of the arbitration hearing, shall not be a reason for adjournment of the case. The hearing may be adjourned only if the absent party has asked for its postponement, due to acceptable reasons for which it has submitted evidence together with the request for adjournment.

(2) (New, effective as of 01.01.2021) If upon receiving of the Ruling of the Arbitral Tribunal under Art. 24, Paragraph 6, a party to the arbitration case notifies the Arbitral Tribunal, that this party does not have the technical facilities for online participation, this party shall be assisted by the AC at the BCCI for such participation. In the event if such party nevertheless refuses to participate at a hearing by videoconference for no good reason, this refusal of the party shall not serve as grounds for not holding of the arbitration hearing in the manner provided for in Art. 24, Paragraph 6.

(3) (Former Paragraph 2, effective as of 01.01.2021) Each party may ask that the case be heard in its absence.

#### **Art. 26. Challenge of Jurisdiction of the Court**

(1) The Arbitral Tribunal shall decide on the jurisdiction of the Court of Arbitration including when the jurisdiction has been challenged on the grounds of absence or invalidity of the arbitration agreement.

(2) An arbitration agreement, incorporated in a contract, shall be independent of its other provisions. The nullity of a contract shall not mean ipso facto the invalidity of the arbitration agreement therein.

(3) The challenge of the jurisdiction of the Court of Arbitration shall be made with the reply to the statement of claim at the latest. It may also be made by the party which has appointed or taken part in the appointment of an arbitrator.

(4) When an issue outside the jurisdiction of the Court of Arbitration is put forward during the proceedings, the challenge of jurisdiction shall be made immediately.

(5) The Arbitral Tribunal may grant a challenge of jurisdiction even when made later if there is a justifiable reason for such delay.

(6) The Arbitral Tribunal shall render a ruling on the challenge of jurisdiction before discussing the case on its merits, except if the resolution of the dispute on the jurisdiction is substantiated by the solution of the dispute on the merits of the case.

(7) If the Arbitral Tribunal rejects the challenge of jurisdiction, the arbitration proceedings shall continue, notwithstanding the refusal of the respondent or his abstention from participation in the hearing of the case.

#### **Art. 27. Settlement**

(1) Upon opening the hearing the Arbitral Tribunal shall make a proposition to the parties to settle.

(2) The Arbitral Tribunal may propose a settlement at any stage of the proceedings before rendering its award.

(3) If the parties reach a settlement before the Arbitral Tribunal, this settlement shall be recorded in the minutes of the hearing and shall be signed by both parties and the arbitrator or arbitrators.

(4) The parties shall be entitled to request the settlement to be reproduced in an a-

ward under agreed upon terms and conditions.

#### **Art. 28. Imposition of Remedies**

Unless the parties have agreed otherwise, the claimant may request the Court of Arbitration to impose on the respondent to provide adequate remedies for securing his/her claimed rights. The applicant shall indicate a particular measure or measures which shall not affect rights of third parties. If the request is granted the Arbitral Tribunal may set that a guaranty be submitted by the applicant.

#### **Art. 29. Evidence**

(1) Each party shall prove the circumstances on which its claims or objections are based.

(2) With respect to the circumstances of the case, the Arbitral Tribunal may accept proven the facts concerning which a party has created obstacles for collection of the evidence admitted by the Arbitral Tribunal.

(3) A party shall be free to submit written evidence in original or in a copy certified by it. The Arbitral Tribunal shall have the right to request a translation of these pieces of evidence into another language when it is necessary for the case. The written evidence submitted by one of the parties shall be served on the other party in due time. Correspondence between the parties via e-mail may be used by them as evidence. In the event of a dispute between the parties regarding the authenticity of the messages sent or the fact of their delivery to the addressee, the parties may use other reliable evidence, including statements by internet providers employees.

(4) Examination of the evidence shall be carried out as determined by the Arbitral Tribunal. The latter may assign the examination to one of the arbitrators. The parties shall be duly notified of any inspections of goods and other objects, as well as of in situ inspections.

(5) The arbitrators shall evaluate the evidence according to their free conviction.

#### **Art. 30. Collection of Evidence**

(1) The Arbitral Tribunal may ask the parties to submit additional evidence; may

appoint experts or request from organizations or physical persons to submit certificates or any other documents in their possession when necessary for assessing the truth of the case. The parties shall be duly notified about any pieces of evidence collected ex officio and shall be given adequate time for presentation of their opinions and for submission of counter evidence.

(2) The Arbitral Tribunal may order the parties to furnish the necessary information to the experts or to provide access for the review of documents, inspection of goods or other objects, when necessary for the presentation of their opinions. The Arbitral Tribunal may, upon a request of any of the parties or on its own initiative, order the experts after the submission of their opinions to attend the hearing in order to give clarifications. If requested by the parties, additional experts may be appointed as well to give their opinions on the issue under dispute. The interested party shall submit and enclose in due order, all evidence used to form expert opinions, unless both parties agree otherwise.

(3) The Arbitral Tribunal may delegate to one of its members to collect evidence abroad, while the party requesting the evidence shall advance the expenses thereof.

(4) (Supplemented, effective as of 01. 12. 2019) Witnesses may be interrogated if brought in by the party which has listed them and pointed to the circumstances which these witnesses are expected to prove. Witnesses may be interrogated via videoconference, if the party that has named such witnesses within a reasonable time limit prior to holding of the hearing submits to the Arbitral Tribunal a well-grounded request and acceptable reasons for such a request, and provided that the available technical facilities allow such videoconference and the interrogation is held at the domicile/registered address of Regional Chamber of Commerce within the unified system of the Bulgarian Chambers of Commerce.

(5) The Arbitral Tribunal may set a final date for presenting and submitting evidence. Such time limit may be extended or renewed when there are cogent reasons. The party referring to such reasons shall have to present relevant proof thereof.

### **Art. 31. Assistance from the State Court**

The Arbitral Tribunal or an interested party, with the approval of the Tribunal, may request from any state court in this country or abroad to collect particular pieces of evidence necessary for the case.

### **Art. 32. Amendment of Claims**

(1) Each party may amend or supplement his/her claim or objection at any point during an arbitral proceeding, unless otherwise agreed. The Arbitral Tribunal may not admit the requested amendments, if it finds that the other party may be faced with particular difficulties because of the amendment. The same rules shall apply to amendments to counter claims as well.

(2) In the event a party shall die or the legal entity shall cease to exist, the proceedings under the case shall be continued on behalf of the successor, if there is one.

(3) An amendment to a claim through replacement of a party shall only be admitted if there is consent by both parties, as well as by the person or entity, stepping in as a party to the proceedings.

### **Art. 33. Third Party Participation**

Participation (voluntary or invoked by a party) of a third party to the proceedings may be admitted only with the consent of the parties, and in the case of being invoked by a party-with the consent of the third party. The same shall apply for submission of counter claims against a third party. The participation of a third party shall be admissible up to the expiry of the time limit for reply to the statement of claim. The consent of the said third party to participate shall have to be made in writing.

### **Art. 34. Postponement and Suspension of Proceedings**

(1) Suspension of proceedings shall occur:

by both parties' common request;

when a case is being heard by another court or another court of arbitration, and the decision in that proceeding will be of relevance for rendering of a rightful decision in the arbitral proceeding;

by virtue of the Law.

(2) A suspended proceeding shall be renewed by a request of a party when the grounds for suspension no longer exist. In cases under (a) the proceeding shall be terminated if within six months of the suspension, neither party has requested its renewal.

#### **Art. 35. Minutes**

(1) Shorthand minutes shall be recorded during the hearing by a stenographer-secretary, appointed by the Arbitral Tribunal. The minutes shall be signed by the arbitrator or the presiding arbitrator as well as by the stenographer-secretary.

(2) Upon the request of a party, the Arbitral Tribunal may rule the minutes to be amended or supplemented in case of errors and/or omissions.

(3) The parties shall be sent copies of the minutes, authenticated by the Secretariat of the Court of Arbitration.

(4) (New, effective as of 01.01.2021) In the event of a hearing held entirely or partially by videoconference, an access to the video-file of the thus held hearing shall be ensured to the parties.

#### **Art. 36. Applicable Law**

(1) The Arbitral Tribunal shall apply the law chosen by the parties. Unless otherwise agreed upon, the choice of the law shall refer to the substantive law and not to the rules of conflict of laws.

(2) When the choice of law is inadmissible or when the parties have not chosen such law, the Arbitral Tribunal shall apply the law as determined by the rules of conflict of laws which the Tribunal considers applicable. When the seats or domiciles of the parties are in the same country, the rules of conflict of laws of that country shall determine the applicable law. If the disputed relationship is governed by an international convention, the latter shall be applied.

(3) In any event the Arbitral Tribunal shall apply the provisions of the contract and shall take into account the trade usages.

(4) When resolving the dispute the Arbitral Tribunal shall apply the obligatory decisions of the Arbitral College under art. 8, para 2 of the Statute of the Court of Arbi-



tration at BCCI. These decisions shall be published on BCCI's website.

## **VI. Conclusion of Proceedings**

### **Art. 37. Awards**

(1) The Arbitration proceedings shall be concluded by rendering of an award when no procedural obstacles prevent the resolution of the dispute on its merits.

(2) An award shall be rendered not only when a claim has been accepted but also in case of waiver of the claim. When the circumstances related to the dispute demand so a preliminary a or a partial award may be rendered.

(3) An award made under the provisions of art. 27 ,para(4) , which duly reflects the settlement reached by the parties ,shall have the force of an ordinary award.

(4) When the arbitrators in the arbitration cases are persons not included the lists of arbitrators of the Court of Arbitration at BCCI, the President of the Court shall appoint a committee of three arbitrators to check whether the rendered act by which the arbitration proceedings were concluded corresponds to the formal provisions of the Law on International Commercial Arbitration( LICA ) and to the Rules of the Court of Arbitration. The committee shall report in writing within three days from handing in the act to the Secretariat by the Arbitral Tribunal. The Arbitral Tribunal shall be bound to take into account the recommendations and to put right the indicated formal shortcomings of the act within three days from the lodging by the committee of the said recommendations with the Secretariat. Such an act shall not be recorded in the book for awards and rulings before correction of the shortcomings.

### **Art. 38. Rendering Awards**

(1) After the Arbitral Tribunal has found that all issues related to the dispute have been adequately clarified ,it shall declare the proceedings closed and shall start making the award.

(2) The award shall be made by a majority vote of the Arbitral Tribunal following a discussion. The discussion may be held by means of a conference call or other technical means. If a majority vote cannot be reached the award shall be made by the presid-

ing arbitrator.

(3) The award shall state the reasons on which it is grounded unless it reproduces a settlement reached by the parties to the dispute.

(4) (Supplemented, effective as of 01.01.2017) The award shall be drafted by the arbitrator reporting the case and shall be signed by the presiding arbitrator and the members of the Arbitral Tribunal. The award and the reasons thereto shall be signed in one copy for each party and one copy for the Court of Arbitration. If one of the arbitrators is unable or refuses to sign the award, the presiding arbitrator shall certify this fact by his/her own signature on the award, stating the reasons thereof.

(5) The dissenting arbitrator shall be obliged to sign the award immediately, marking his/her position with the initials “d. o.” Within seven days from the signing the said arbitrator shall submit in writing his/her dissenting opinion, which shall be attached to the award. After the expiry of the time limit for submission of the dissenting opinion it shall be considered that the arbitrator has given up his/her dissenting opinion and the expiry of the time limit shall be certified in such case by the presiding arbitrator of the Arbitral Tribunal.

(6) When the dispute is to be resolved by a sole arbitrator the award shall be made and signed by the latter.

(7) The Arbitral Tribunal shall resume the hearing on the case on the request of any of the parties if for reasons beyond its control the party was unable to attend the hearing nor was able to inform the Arbitral Tribunal about such inability, or if the party was unable to introduce relevant circumstances or pieces of evidence of which it was unaware by the end of the hearing. The request for resumption shall be taken into account provided it was filed by the expiry of the time limit set by the Arbitral Tribunal for submission of the written pleadings on the case.

(8) The Arbitral Tribunal may resume the hearing on the case on its initiative if by the time of rendering of the award it has established that a clarification of circumstances or additional evidence important for the correct resolution of the case is needed.

### **Art. 39. Contents of the Award**

The award shall contain the following data:

the name of the Court of Arbitration;

date and place of rendering the award;

the names of the arbitrators;

the names of the parties and of the other persons taking part in the arbitration proceedings;

the subject matter of the dispute and brief account of the facts related to the dispute;

the award proper(resolution formula);

reasons of the award;

the signatures of the arbitrators.

### **Art. 40. Recording of Awards**

(1) (Supplemented, effective as of 01.01.2017) After an award has been signed in accordance with the provisions of Art.38 above, it shall be submitted to the Secretariat of the Court of Arbitration by the presiding arbitrator of the Arbitral Tribunal or by the sole arbitrator respectively. He/she shall submit the text of the award on an electronic carrier at an electronic address as instructed by the Secretariat, in a generally accepted form as well as a header of the essentials of the award with notification of the applicable legal texts and supporting text. The award shall be scanned and entered into the electronic program of the Court of Arbitration by the technical secretary in the presence of the arbitrator who submitted the award. The submission of the award and its entry in the electronic program shall be recorded into the Book of Awards of the Court of Arbitration.

(2) An award shall be drafted and submitted within 30 days following the expiry of the time limit set by the Arbitral Tribunal for submission of the written pleadings, and in the cases under Art. 38, Paragraph(5) – at the time of submission of the dissenting opinion, respectively of certifying the absence of such an opinion by the presiding arbitrator following the expiry of the seven day time limit according to the same Para-

graph.

(3) The time limit for rendering of an award on cases with high complexity from factual and legal standpoint shall be two months. The use of the extended term shall be decided by the Arbitral Tribunal which shall notify the parties thereof at the end of the hearing.

(4) The President of the Court of Arbitration, if necessary, may extend the time limit referred to in the previous Paragraph.

(5) The arbitral award shall be final and put an end to the dispute.

#### **Art. 41. Delivery of Award**

(1) (Amended, effective as of 01.01.2017) The award shall be delivered to the parties to the case.

(2) If the parties have not agreed upon the language in which the award is to be made, the party whose seat is abroad may be sent also a translation of the award for its own account, if requested.

(3) (Amended, effective as of 01.01.2017) Translations shall be certified by the Secretary of the Court of Arbitration bearing his/her signature and the seal of the Court of Arbitration.

(4) If the translation would require a certain time, the Secretary of the Court of Arbitration shall inform the foreign party by sending it excerpts from the award.

(5) (Amended, effective as of 01.01.2017) A certified copy of the award shall be sent to each party with the instruction that such party could receive a copy of the award from the Secretariat of the Court of Arbitration either in person or through a duly authorized representative or at an address stated by the party or by means of serving for such party's account.

(6) (Amended, effective as of 01.01.2017) A party which personally or through its procedural representative has received the award, may receive once more only a copy of the award each page of the operative part of which shall bear the sign "not liable for forced execution".

(7) (Amended, effective as of 01.02.2019) A copy of the award signed by the

Arbital Tribunal may be issued once again at the request of a party after it has presented a certificate from the Court, competent to issue a writ of execution, that no writ of execution has been issued on the basis of such an award. A declaration that no writ of execution has been issued during the period following the date of the certificate under the preceding sentence shall be attached to such request.

#### **Art. 42. Corrections and Interpretation of the Award**

(1) The Arbitral Tribunal, upon request of any of the parties or on its own initiative, may correct the award regarding calculations, spelling or any other obvious errors.

(2) Each of the parties may ask the Arbitral Tribunal for an interpretation of the award. No interpretation shall be requested once the award has been executed.

(3) Concerning the corrections and interpretation of the award, the Arbitral Tribunal shall hear the parties or shall give them the possibility to submit their written opinions within a time limit prescribed by the Tribunal. The latter shall rule on the requested corrections or interpretation within 30 days from the date of the request. The decision of these issues shall be ruled upon in accordance with the provisions of art. 38 and art. 40 of these Rules.

(4) The corrections and the interpretation shall become integral parts of the award.

#### **Art. 43. Additional Awards**

A party may request an additional award if the Arbitral Tribunal has not ruled on its entire claim. An application to this effect may be filed with a copy for the opposing party within 30 days from the receipt of the award. When the request is grounded, the Arbitral Tribunal shall render an additional award in compliance with the provisions of art. 42, para(3).

#### **Art. 44. Execution of Awards**

(Revoked, effective as of 01.01.2017).

#### **Art. 44. Termination of Proceedings by Rulings**

(Previously Art. 45, effective as of 01.01.2017)

(1) When no award can be rendered the arbitration proceedings shall be terminated by a ruling for which the provisions of Art. 38, Paragraph (5) and Art. 40 shall apply.

(2) A ruling for termination of proceedings shall be made:

1. If the claimant withdraws his/her claim, unless the respondent objects to that and the Court of Arbitration establishes that the respondent has a legitimate interest in the rendering of an award;

2. By common consent of the parties in case of a settlement according to Art. 27, Paragraph (3) as well as in the cases that fall under Art. 34, Paragraph (2) of these Rules;

3. In case of absence of prerequisites, necessary for hearing and solving the disputes on its merits, as well as when because of lack of action on the part of the claimant no proceedings were possible for more than 6 months.

(3) When the Arbitral Tribunal has not been composed in compliance with the established practice, the ruling for termination of the proceedings shall be made by the President of the Court of Arbitration.

#### **Art. 45.**

(Revoked, effective as of 01.01.2017).

#### **Art. 45. Safekeeping of Files and Awards**

(Previously Art. 46, effective as of 01.01.2017) The Secretariat of the Court of Arbitration shall keep files of terminated cases for a period of 10 years from rendering the awards and rulings on these cases. Following the expiry of this time limit the files shall be destroyed, with the exception of awards and the reasons thereof as well as the concluded settlements which shall be kept for good.

#### **Art. 46. Arbitration Practice**

(New, effective as of 01.01.2017) The President of the Court of Arbitration may allow the publication of arbitration awards in information electronic programs with regard to which awards the 3 – month time limit under Art. 48, Paragraph 1 LICA has ex-

pired. Such publication shall not include the names of the parties and of such data that could hamper their interests. The President of the Court of Arbitration may also exclude from publication other data whose announcement he/she might find inappropriate.

## **VII. Charges, Expenses**

### **Art. 47. Arbitration Charges and Expenses**

(1) (Amended, effective as of 01.01.2017) The Tariff of arbitration charges and expenses on cases heard by the Court of Arbitration at the BCCI is an integral part of these Rules. Remunerations of arbitrators, set in a separate Tariff, shall be included in the arbitration charge.

(2) The Secretary of the Court of Arbitration or the Arbitral Tribunal may order the party requesting collection of evidence to pay a deposit for expenses related to such collection of necessary evidence.

(3) No action shall be undertaken if an expense deposit has not been paid.

(4) The Arbitral Tribunal shall determine the remuneration for the interpreters, secretary-stenographer and experts, as well as their travel and other allowances.

(5) (Amended, effective as of 01.01.2017) The Secretariat of the Court of Arbitration shall provide to each arbitrator the acting Tariff of remunerations of arbitrators on international and domestic disputes to be heard by the Court of Arbitration at the BCCI.