

Rules of  
The Arbitration and Dispute Resolution Institute  
of the  
Oslo Chamber of Commerce  
Arbitration and Fast-track Arbitration



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**DEFINITIONS**

<b>Arbitration</b>	Arbitration means that the resolution of a dispute which the parties are free to refer to a private tribunal, is left to such tribunal. An arbitration agreement precludes the dispute from being brought before the ordinary courts.
<b>Fast-track Arbitration</b>	The aim of fast-track arbitration is to provide a simplified dispute resolution method which is quicker and more efficient than ordinary Arbitration, and less costly. The award shall be rendered within 6 months of the appointment of an arbitrator and the parties are normally precluded from submitting more than two written pleadings each.
<b>Mediation</b>	Mediation is a dispute resolution method with the objective to settle disputes without obtaining a binding decision from a third party (court or arbitration tribunal), whereby the parties endeavour to reach an amicable settlement assisted by an appointed mediator.

## PREFACE

By focusing on building relationships and developing skills the Oslo Chamber of Commerce (OCC) promotes business activities both in a national and an international perspective. The objective is to contribute to increased competitiveness, and stimulate a culture that encourages collaboration and innovation.

Disagreements can arise in any business relation. Most disputes should and will be resolved amicably. In order to assist in situations where parties do not find a solution themselves, OCC has established a dispute resolution center; the Oslo Chamber of Commerce, Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce (the Institute). The Institute has as its purpose to offer cost effective dispute resolution with the assistance of experienced and highly competent professionals since its establishment in 1984.

The Institute offers various forms of mediation to maintain and preserve the business relationship between the parties and limit expenses to resolve disputes. Arbitration is offered where the parties choose to resolve the dispute finally and binding by a third party. A simplified form of arbitration is Fast-track Arbitration, a method which is fast, more efficient and less costly.

Whether the parties choose mediation or arbitration, the rules enable the parties to influence who should mediate and be part of the arbitral tribunal. Parties residing in different countries and with differing legal systems, will often have chosen the applicable substantive law and method of dispute resolution at the contract negotiation stage. Irrespective of what is so agreed, the rules provide for a fair trial to all parties involved.

The Arbitration Act of June 14 2004 no. 25 applies to arbitration in Norway. The Norwegian Arbitration Act is based on the UNCITRAL Model Law, and is thus internationally adapted. The rules of the Institute are harmonized with both the Norwegian Arbitration Act and the UNCITRAL Model Law.

An extensive review of the rules was undertaken by the Institute in 2016. This resulted in two new separate sets of Rules for Arbitration and Rules for Mediation. Both sets of rules came into force on 1 January 2017, and pave the way for modern and adaptable methods to resolve commercial disputes.

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## MODEL CLAUSES

### ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### FAST-TRACK ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by fast-track arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### COMBINATION ARBITRATION AND FAST-TRACK ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

The rules for fast-track arbitration shall apply where the amount in dispute does not exceed NOK 2.000.000. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the response to the request for arbitration.

### MEDIATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be referred to mediation in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### COMBINATION MEDIATION AND ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall first be referred to mediation in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

If one of the parties objects to mediation or if the mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### UNCITRAL RULES

Parties wishing the Institute's assistance as the appointing authority under the UNCITRAL Rules (United Nations Commission on International Trade Law) may use the following clause:

"Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by Arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. The appointing authority shall be the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce."

If administrative assistance is also required, the following can be added to the clause:

"The matter shall be administered by the Institute based on the rules on administrative assistance under the UNCITRAL Rules."

**OSLO CHAMBER OF COMMERCE**  
**RULES OF ARBITRATION**  
**CHAPTER I**  
**INTRODUCTORY PROVISIONS**

**Article 1 - About the OCC**

The Arbitration and Alternative Dispute Resolution Institute (“Institute”) of the Oslo Chamber of Commerce (“OCC”) is responsible for the administration of disputes that shall be resolved in accordance with the OCC’s Rules for Arbitration (“Arbitration Rules”).

**Article 2 - Non-mandatory application and UNCITRAL**

Unless otherwise agreed between the parties, cases referred to the Institute shall be resolved in accordance with the Arbitration Rules.

For arbitration that takes place in Norway, the Arbitration Rules are supplemented by Act no. 25 of 14 May 2004 relating to arbitration.

If the parties have agreed to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules, the arbitral proceedings shall be subject to the rules that are in force when the arbitration is commenced, with the Institute as the “appointing authority”.

**Article 3 - Notices, notifications and time limits**

Requests for arbitration and responses to requests for arbitration must be submitted in writing by ordinary postal mail or courier. The particulars of claim, statement of defence, pleading and other subsequent correspondence must be submitted in writing. The arbitral tribunal may decide that the exchange of pleadings should only, or as a supplement, take place via e-mail.

All correspondence must always be sent to the Institute until the arbitral tribunal is appointed, and thereafter to the arbitral tribunal.

If the final day of a time limit falls on a day that is not a working day in Norway, the time limit is extended to the subsequent working day.

**CHAPTER II**  
**INITIATION OF THE ARBITRATION**

**Article 4 - Request for arbitration**

A request for arbitration received by the Institute initiates the arbitral proceedings, provided that payment of the registration fee is made in accordance with Article 5.

A request for arbitration shall be submitted to the Institute in writing. The request for arbitration should include the following:

- a) The names and addresses of the parties and any counsels.
- b) A brief description of the nature of the dispute, the claim and the basis for the claim.

- c) A description of the arbitration agreement, together with any written arbitration agreements enclosed.
- d) Names and contact details of the members of the arbitral tribunal if they have been agreed upon by the parties or a description of how the claimant is of the opinion that the appointment of the arbitral tribunal should take place, cf. Article 8.

#### **Article 5 - Registration fees and the Institute's costs**

The Institute shall prepare a schedule of registration fees. The registration fee shall be paid separately for claims and any counterclaims. Payment must be made without notice within one week after a request for arbitration or a response to a request for arbitration is sent to the Institute.

The registration fee shall be payable respectively by the claimant and the respondent, if applicable, prior to processing the claim or any counterclaim. If the registration fee is not received in the Institute's bank account within the time limit set out in the first paragraph, the arbitral proceedings will not be deemed to have been initiated pursuant to Article 4 until the date the payment was actually made.

#### **Article 6 - The Institute's processing of a request for arbitration**

Upon payment of the registration fee pursuant to Article 5 by the party requesting arbitration, the Institute shall notify the respondent of the request for arbitration. Notification shall be sent by registered post or other confirmed dispatch.

The Institute shall with the notification fix a time limit for the respondent to submit a written response to the request for arbitration. The response should include the following:

- a) A brief description of the respondent's position in respect of the claim, including any objections to the case being referred to arbitration.
- b) A brief description of any claims against the claimant which the respondent requests to be heard in the same case and the basis for these.
- c) The respondent's opinion on the appointment and composition of the arbitral tribunal, or if applicable, confirmation that an agreement has been reached thereon.

The Institute may upon request grant an extension to the time limit for submitting a written response to a request for arbitration.

After having received a response to the request for arbitration, the Institute shall, as soon as possible, make the necessary arrangements for establishing the arbitral tribunal, including appointment of arbitrators to the extent this is required.

When the arbitral tribunal has been appointed, the case shall be referred to it and the further arbitral proceedings shall be handled by the arbitral tribunal.

#### **Article 7 - Dismissal**

The Institute may dismiss a case if it is clear that it is not competent to process the case.

### CHAPTER III COMPOSITION OF THE ARBITRAL TRIBUNAL

#### **Article 8 - The arbitral tribunal**

The parties may agree on the number of arbitrators. Unless otherwise agreed, the number of arbitrators in each case shall be three, unless the Institute finds that special circumstances warrant that a dispute shall be decided by a single arbitrator.

To the extent possible, the parties shall jointly appoint the arbitral tribunal. If the parties fail to agree on the composition of the arbitral tribunal within two weeks after the Institute has notified the respondent of the request for arbitration in accordance with Article 6, the parties shall, if the arbitral tribunal shall consist of more than one arbitrator, each appoint one arbitrator within a time limit fixed by the Institute and the chairman of the arbitral tribunal shall be appointed by the Institute. If the arbitral tribunal cannot be established in accordance with the parties' agreement or this provision, each of the parties may request that the Institute appoints the lacking arbitrator or arbitrators. When the Institute shall appoint arbitrators, the chairman of the arbitral tribunal shall have a different nationality and domicile to the parties if the parties have different nationalities and at least one of the parties requests so.

The Institute may appoint a substitute arbitrator in special circumstances. The Institute may on its own initiative, or at the request of a party, replace an arbitrator who is not held to be impartial, independent or qualified or who has mismanaged the functions as arbitrator.

If an arbitrator dies, resigns or is discharged pursuant to the foregoing paragraph, or discharged for other reasons and a substitute arbitrator who can serve as an arbitrator has not been appointed, another arbitrator shall be appointed by the Institute unless the arbitrator was initially appointed by one of the parties. In such instances, the party in question shall appoint a new arbitrator within 30 days, unless the Institute, in special circumstances finds, that the arbitrator shall be appointed by the Institute.

### CHAPTER IV CONDUCT OF THE ARBITRAL PROCEEDINGS

#### **Article 9 - Conduct of the arbitral proceedings**

The arbitral tribunal shall conduct the arbitral proceedings in such manner as it considers appropriate, within the framework of the agreement between the parties and the Arbitration Rules.

The arbitration shall be conducted in an impartial and efficient manner. The parties shall be treated equally at all stages of the arbitral proceedings and shall be given full opportunity to present their case.

The arbitral tribunal can authorise the Chairman of the arbitral tribunal to render administrative decisions that are deemed necessary for conducting the proceedings.

#### **Article 10 - Seat of the arbitration**

Failing agreement on the seat of the arbitration, the seat of the arbitral proceedings shall be determined by the arbitral tribunal, taking into account practical requirements respecting the conduct of the case.

Irrespective of the seat of the arbitration, the arbitral tribunal may, unless otherwise agreed by the parties, meet wherever it considers appropriate to deliberate among its members, to examine witnesses, experts or parties, or to examine evidence. Irrespective of the location for such meetings, the arbitration shall be deemed to have been conducted and the award shall be deemed to have been rendered at the place of arbitration.

## **Article 11 - Language of the arbitral proceedings**

If there is no agreement on the language of the arbitral proceedings, the arbitral tribunal shall determine the language of the arbitral proceedings. If appropriate, the arbitral tribunal can decide that there shall be multiple alternative languages that the parties are free to use in the arbitral proceedings.

The language of the arbitral proceedings shall apply to any written statement from the parties, in oral hearings and in decisions and other forms of communication from the arbitral tribunal. If deemed appropriate and none of the parties object, the arbitral tribunal may decide that a language other than the language of the arbitral proceedings shall be used for specific parts of the proceedings.

At the request of a party or at its own initiative, the arbitral tribunal may require written evidence to be translated to the language of the arbitral proceedings and require witness testimonies to be translated into the language the parties have agreed to or that the arbitral tribunal has stipulated. Unless special reasons dictate otherwise, translations are not required for documents and witness testimonies in English.

## **Article 12 - Plan for the proceedings**

Immediately after the case has been transferred to the arbitral tribunal, the arbitral tribunal or the chairman of the arbitral tribunal shall prepare a plan for the further arbitral proceedings following discussions with the parties. The plan shall be sent to the parties and the Institute.

At the same time, it shall be clarified with the parties, whether the arbitral proceedings and the decisions of the arbitral tribunal is to be held confidential.

## **Article 13 - Exchange of submissions**

The claimant shall, within the time limit agreed by the parties or determined by the arbitral tribunal, submit a statement of claim to the arbitral tribunal. The statement of claim shall specify the claim presented, the relief sought by the claimant in the arbitration award, the factual and legal grounds upon which the claim is based and the evidence which will be presented.

The respondent shall, within the time limit agreed by the parties or determined by the arbitral tribunal, submit a statement of defence to the arbitral tribunal. The statement of defence shall specify whether the claim presented in the statement of claim is accepted or contested, and whether the respondent has any objections to the arbitral tribunal handling the case. The statement of defence shall specify the relief sought by the respondent in the arbitration award, the factual and legal grounds which the respondents bases its position upon and the evidence which will be presented. If the respondent is bringing a claim in respect of which an arbitration award is being requested, the provisions on the statement of claim and statement of defence shall apply to such claims.

The arbitral tribunal may permit or order the parties to submit further written pleadings and evidence and determine time limits for the submission of such.

Unless the parties have agreed otherwise, the parties may bring new claims, expand the relief sought in respect of existing claims, and make new factual submissions and submit new evidence. The arbitral tribunal may, upon the request of a party, refuse such amendments, provided that the progress of the proceedings or other weighty concerns suggest that such amendments should not be permitted. Under all circumstances, such amendments must be made prior to an oral hearing and within the prescribed time limits, unless otherwise accepted by the other party or the arbitral tribunal in special circumstances gives permission.

#### **Article 14 - Oral hearing**

An oral hearing shall be conducted unless the arbitral tribunal considers it unnecessary and it has not been requested by any of the parties. The parties shall be given reasonable advance notice of any oral hearing and of any meeting where they are entitled to attend.

The arbitral tribunal decides how oral hearings shall be conducted.

Third parties may only attend an oral hearing, if and to the extent it is agreed by the parties.

#### **Article 15 - Evidence**

The parties are responsible for clarifying the factual basis for the matter, and shall be entitled to submit such evidence as they wish. The arbitral tribunal can require that a party specifies the factual circumstances that the evidence is meant to support.

The arbitral tribunal shall determine the relevance and weight of the evidence that is presented. The arbitral tribunal may refuse evidence to be submitted, if it obviously has no relevance for deciding in the dispute. The arbitral tribunal may limit the submission of evidence, if there is no reasonable proportion between the importance of the dispute or the relevance of such evidence for deciding the dispute and the scope of the submission of evidence.

#### **Article 16 - Witnesses**

The parties shall identify any witnesses or experts that will be called together with an explanation of what factual circumstances the person in question shall support.

Statements from witnesses and experts can be given in the form of signed written statements. Witnesses and experts shall also be subject to examination and cross examination in the event of an oral hearing, unless the parties agree otherwise.

If special circumstances so require, the arbitral tribunal may order the parties to submit written statements from witnesses and experts.

#### **Article 17 - Experts appointed by the arbitral tribunal**

The arbitral tribunal may appoint one or more experts to provide written statements on specific issues to be determined by the arbitral tribunal. The arbitral tribunal may require the parties to provide the expert with all relevant information and to produce, or to provide access to, evidence.

The written statement shall be sent to the parties, who shall be given the opportunity to submit remarks. If requested by a party or the arbitral tribunal deems this necessary, an expert who has submitted a written statement shall be obliged to testify at an oral hearing, whereat the parties shall have the opportunity to present questions to expert and to present expert witnesses concerning the subject at issue.

#### **Article 18 - Default of a party**

If the claimant, without reasonable cause, fails to submit statement of claim pursuant to Article 13, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless the respondent has submitted a separate claim against the Claimant.

If the respondent, without reasonable cause, fails to submit a statement of defence pursuant to Article 13, or if a party is absent from an oral hearing without reasonable cause or fails to submit documentary evidence when requested by a party or ordered by the arbitral tribunal to do so, the arbitral tribunal may continue its conduct of the arbitration and render the arbitration award on the basis of what has been submitted.

#### **Article 19 - Preclusion of right to object**

A party cannot rely on any breach of the arbitration agreement, the Arbitration Rules or other rules that apply to the arbitral proceedings, unless such objections have been filed within a reasonable period of time.

#### **Article 20 - Interim and conservatory measures**

The arbitral tribunal may, at the request of a party, order any party to take such interim and conservatory measures as the arbitral tribunal considers necessary based on the subject matter of the dispute. The arbitral tribunal may order, by way of a condition for effecting and implementing the measure, whoever has requested such a measure to furnish, within a specified time limit fixed by the arbitral tribunal, security with respect to any consequences thereof.

#### **Article 21 - Conclusion of the arbitral proceedings**

The arbitral tribunal shall declare the arbitral proceedings closed and the case referred to a decision, when it finds that the parties have been given a reasonable opportunity to present their case.

Before the arbitration award is rendered, the arbitral tribunal may, of its own initiative or at the request from a party, in exceptional circumstances resume the arbitral proceedings.

### **CHAPTER V DECISIONS OF THE ARBITRAL TRIBUNAL**

#### **Article 22 - Application of law**

The arbitral tribunal shall apply such rules of law as have been chosen by the parties in respect of the substantive issues in the dispute.

Any reference to the law or the legal system of a given State shall be construed, unless otherwise expressed, as referring to the substantive law of that State and not to its conflict of laws rules.

The arbitral tribunal shall decide on the basis of fairness (*ex aequo et bono* or as *amiable compositeur*) only if the parties have expressly authorised the arbitral tribunal to do so.

#### **Article 23 - Voting procedure**

If the arbitral tribunal consists of more than one arbitrator, any matter before the arbitral tribunal shall be decided by a majority vote. If there is no majority of votes, the chairman of the arbitral tribunal shall have the casting vote.

#### **Article 24 - The arbitration award**

The arbitration award shall be made in writing and shall be signed by all arbitrators. In arbitral proceedings with more than one arbitrator, it is sufficient that a majority signs the arbitration award, provided that the reason why not all have signed the award is stated in the award.

The arbitration award shall state the date and place of making the award. The arbitration award shall be deemed made at such place.

The arbitral tribunal may only decide the claims raised in the case. The decision must fall within the scope of the relief sought by the parties, and the arbitral tribunal may only base itself on the factual submissions which have been invoked for such reliefs sought.

The arbitration award shall state the reasons upon which it is based. It shall be specified whether the decision is unanimous. If this is not the case, it shall be specified who is dissenting and on which aspect there is a disagreement.

If an arbitrator fails to participate in the making of the award without lawful absence, the arbitration award can be made by the other arbitrators.

The arbitral tribunal shall submit the arbitration award to the parties and the Institute without undue delay after it having been made.

#### **Article 25 - Time limits for making the award**

To the extent possible, the award by the arbitral tribunal shall be notified to the parties not later than six weeks after the closing of the oral hearing, and not later than one year after the case was referred to the arbitral tribunal. These time limits may be extended by the Institute in special circumstances.

#### **Article 26 - Separate awards**

A party may request that proceedings take place in respect of separate claims or items in dispute. If the other party objects, such separate proceedings may only be held when, in the arbitral tribunal's view, it is warranted by special circumstances.

The arbitral tribunal can make separate awards for one or more claims of the case or a part of a claim. The arbitral tribunal may separately decide a disputed factual submission contentions, only if it leads to a claim being decided.

#### **Article 27 - Settlement**

If the parties reach an amicable settlement before an award is made by the arbitral tribunal shall at the request of the parties record the amicable settlement in an arbitration award, provided that the arbitral tribunal has no grounds for objecting to do so. An arbitration award that records an amicable settlement has the same effect as other arbitration awards.

#### **Article 28 - Effects of the arbitration award**

An arbitration award that is made is final and enforceable.

#### **Article 29 - Correction and interpretation of the arbitration award**

An arbitration award which, due to clerical or arithmetic errors or similar manifest errors, has not been formulated in a manner which reflects the intention of the arbitral tribunal, may by each party be requested to be corrected within one month of receipt of the award. Correspondingly, a party may also within the same time limit, request that the arbitral tribunal provides a statement of interpretation concerning parts of the award or a specific section in the award. If the arbitral tribunal is of the view that there is a basis for correction or providing a statement of interpretation, this must take place no later than one month after the request was received.

The arbitral tribunal may make corrections at its own initiative within one month of making the award. In such case the parties shall be notified and permitted to comment prior to the correction taking place.

Correction and providing a statement of interpretation shall be done in writing and in accordance with the requirements in Article 24.

### **Article 30 - Supplementary award**

Each party may, within one month of receipt of the award, request that the arbitral tribunal make a supplementary award concerning claims which were presented in the arbitral proceedings and which should have been decided upon, but which have been omitted from the award. The arbitral tribunal shall comply with the request, if there are grounds for doing so.

A supplementary award shall be made within two months of the receipt of the request, however the time limit may be extended by the Institute, if required.

### **Article 31 - Conclusion of arbitral proceedings**

The arbitral proceedings shall be concluded by the making of the final arbitration award or by an order of the arbitral tribunal for the termination of the arbitral proceedings.

The arbitral tribunal shall terminate the arbitral proceedings if:

- a) the claimant, without reasonable cause, fails to submit particulars of claim, cf. Article 18,
- b) the claimant withdraws the claim, unless the respondent objects to such termination and the arbitral tribunal finds that the respondent has a legitimate interest in obtaining an arbitration award,
- c) the parties agree in that respect,
- d) the arbitral tribunal finds that the continuation of the proceedings has become unnecessary or impossible, or
- e) security is not provided as specified in Article 33.

## **CHAPTER VI COSTS**

### **Article 32 - Allocation of the costs between the parties**

The arbitral tribunal shall, at the request of a party, allocate the costs of the arbitral tribunal between the parties as it sees fit.

The arbitral tribunal may, at the request of a party, order another party to cover all or part of the parties' costs of arbitration as it finds appropriate.

The arbitral tribunal's allocation of costs shall be included in the arbitration award or in the order terminating the proceedings.

### **Article 33 - Costs of the arbitral tribunal**

The arbitral tribunal shall determine its own remuneration and the settlement of its expenses based on the Institute's remuneration schedule in force at any time. The Institute may, upon a written request from the arbitral tribunal, in exceptional circumstances accept that the arbitral tribunal determines a higher remuneration than what is set out in the remuneration schedule.

If the arbitral tribunal has required that the parties provide security for the costs of the arbitral tribunal, the arbitral tribunal may conclude the arbitral proceedings in part or in its entirety if security is not provided. Such security is provided by depositing an amount that is sufficient to

cover the estimated costs the arbitral tribunal will have in connection with the arbitration. The deposit shall be made at the Institute. Additional security may be required if the arbitral tribunal deems this necessary. If a party fails to provide security, the arbitral tribunal may require that the other party provides equivalent security.

## **CHAPTER VII FAST-TRACK ARBITRATION**

### **Article 34 - Application of the Arbitration Rules on Fast-Track Arbitration**

The parties may agree that disputes shall be settled by Fast-Track Arbitration. The Arbitration Rules apply in such case unless otherwise stipulated in this chapter.

### **Article 35 - Procedure for Fast-Track Arbitration**

Cases that shall be heard pursuant to the rules for Fast-Track Arbitration shall be decided by a sole arbitrator appointed by the Institute. Before the Institute appoints an arbitrator, the parties shall be given the opportunity to express their views.

The proceedings shall be arranged with the objective of conducting the arbitration as efficiently as possible.

The parties may not submit more than one pleading each in addition to the statement of claim and the statement of defence. The pleadings are to be submitted within time limits fixed by the arbitral tribunal.

An oral hearing shall be conducted if the arbitral tribunal deems it necessary or if requested by one of the parties. Such oral hearing shall not exceed three days duration.

The third and fourth paragraphs can be derogated from in a decision by the arbitral tribunal.

### **Article 36 - Awards in Fast-Track Arbitration**

To the extent possible, the parties shall be notified of the arbitration award not later than four weeks after the closing of the arbitral proceedings, and not later than six months after the case was referred to the arbitral tribunal.

## **CHAPTER VIII OTHER PROVISIONS**

### **Article 37 - Disclaimer of liability**

With the exception of losses caused by wilful misconduct or gross negligence, any party that uses the Institute waives any right to assert claims for damages against the Institute, arbitrators or any other person who performs duties for the Institute or who has been appointed to assist the arbitral tribunal.

### **Article 38 - Adoption and entry into force**

An arbitration agreement that refers to the Arbitration Rules is deemed to refer to the rules in effect on the date the request is received by the Institute, unless the arbitration agreement explicitly stipulates that it applies to the Arbitration Rules as these were worded when the arbitration agreement was entered into.

The Arbitration Rules were adopted by the Board of the Institute at the meeting on 5 December 2016, and enter into force on 1 January 2017. The Arbitration Rules apply to cases where a request has been received by the Institute after 1 January 2017. The previous rules adopted on 11 May 2005 shall apply to cases received prior to this date. The Board of the Institute can amend the Arbitration Rules.

\* \* \* \* \*

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