

Law of the Republic of Belarus
No. 279-Z of July 9, 1999
[Amended as of July 1, 2014]

On International Arbitration Court (Tribunal)

The present Law regulates the relations, connected with the formation and activities of the International Arbitration Court (Tribunal).

CHAPTER 1
GENERAL PROVISIONS

Article 1. Basic Notions Used in the Present Law

In the present Law the following notions are used:

International Arbitration Court (Tribunal) (hereinafter referred to as the "International Arbitration Court") - the permanent acting International Arbitration Court set up with the purposes of settlement of the corresponding disputes (hereinafter referred to as the permanent acting International Arbitration Court) or the Tribunal body, specially formed as agreed between the parties to a dispute beside the permanent acting Arbitration organisation (Tribunal) for settlement of a separate dispute (hereinafter referred to as the International Arbitration Court for settlement of a separate dispute);

an arbitrator – a competent natural person, elected by the parties to a dispute as agreed between them or appointed in the established order for settlement of a dispute;

an arbitration decision – a judgement or ruling of the International Arbitration Court;

a judgement – an arbitration award of the make-up of the International Arbitration Court, settling a dispute in essence;

a ruling – an arbitration award of the make-up of the International Arbitration Court in the matter of a procedural nature;

a resolution – an act of the Presidium of the permanent acting International Arbitration Court taken within its competence;

Arbitration regulation – a collection of rules regulating the organization of the permanent acting International Arbitration Court and the procedure of settlement of disputes in it;

a make-up of the International Arbitration Court – a sole arbitrator or an arbitration board (arbitrators);

a State court – a corresponding court of the State legal system of the Republic of Belarus;

public order – bases of the legal order of the Republic of Belarus.

Article 2. Tasks of the International Arbitration Court

The main tasks of the International Arbitration Court consist in a correct and due settlements of disputes referred to its competence.

The International Arbitration Court contributes also to the development and increase in efficiency of foreign economic activities of legal entities and individual businessmen.

Article 3. Principles of Activities of the International Arbitration Court

The International Arbitration Court is governed in its activities by the principles:

equality of rights of the parties;

freedom in choice by the parties of the make-up of the court, applicable law, procedure and language of legal proceedings;

contractual jurisdiction of all cases settled;

priority in generally accepted principles of the International law;

independence of the International Arbitration Court and arbitrators;

confidentiality of the cases settled;

contribution to completion of a dispute through conclusion by the parties of an amicable settlement;

final nature of the judgements made by the court.

The International Arbitration Court is governed also by those principles of the economic procedural legislation, which do not contradict the principles set forth in the first part of the present Article.

Article 4. Field of Application of the Present Law

The present Law is applied to the permanent acting Arbitration Court set up in accordance with Chapter 2 of the present Law, as well as to the International Arbitration Court for settlement of a concrete dispute, which is located in the territory of the Republic of Belarus.

Civil and legal disputes between any subjects of law, arising during carrying out foreign trade and other types of International economic activities may be referred to the International Arbitration Court as agreed by the Parties, if at least one of them is located outside the Republic of Belarus, as well as other disputes of economic nature, if the contract between the parties stipulates a reference of a

dispute for settlement to the International Arbitration Court, and of this is not prohibited by the legislation of the Republic of Belarus.

The present Law doesn't abrogate the validity of any other law of the Republic of Belarus, on the strength of which definite disputes can't be transferred for settlement of the International Arbitration Court or may be transferred for its settlement on other grounds as compared with these stipulated by the present Law.

Article 5. Legal Regulation of Activities of the International Arbitration Court

The present Law, other legislation of the Republic of Belarus, International treaties of the Republic of Belarus, as well as Arbitration regulations, regulates activities of the International Arbitration Court.

If the International treaty of the Republic of Belarus sets the other rules than those contained in the present Law, then the rules of the International treaty are applied.

CHAPTER 2

PERMANENT ACTING INTERNATIONAL ARBITRATION COURT

Article 6. Status of the Permanent Acting International Arbitration Court

The permanent acting International Arbitration Court is a non-state non-commercial organisation, carrying out its activities on a payable basis.

The permanent acting International Arbitration Court is a legal entity.

Interference of the State courts into activities of the permanent acting International Arbitration Court is not allowed, except for the cases stipulated by the present Law and other legislative acts.

Article 7. Setting up of the Permanent Acting International Arbitration Court

The permanent acting International Arbitration Court is set up by a non-commercial organisation, the main aim in activities of which consists in contributing to carrying out foreign economic activities with the foreign legal entities and individual businessmen.

The permanent acting International Arbitration Court has its Statute and is subject to the State registration in the order, determined by the legislation of the Republic of Belarus.

Article 8. Structure of the Permanent Acting International Arbitration Court

The structure of the permanent acting International Arbitration Court and competence of its bodies are determined by the Statute and the Arbitration Regulations in view of the provisions of the present Law.

Article 9. Bodies of the Permanent Acting International Arbitration Court

The Chairman and the Presidium are the bodies of the permanent acting International Arbitration Court.

The Presidium of the permanent acting International Arbitration Court consists of the Chairman of this Court, his deputies and other members of the Presidium, appointed out of the number of arbitrators.

The Chairman of the permanent acting International Arbitration Court is appointed by the Founder of this Court, and the Deputies Chairman and Presidium's members are appointed by the Founder of this Court upon presentation of the Chairman of the permanent acting International Arbitration Court.

The Chairman his Deputies and members of the Presidium of the permanent acting International Arbitration Court are appointed for a period of five years.

Article 10. Competence of the Bodies of the Permanent Acting International Arbitration Court

The Presidium of the permanent acting International Arbitration Court upon presentation of the Chairman of this Court approves a recommended list of arbitrators and fulfills other functions in accordance with the Statute of the permanent acting International Arbitration Court.

The Chairman of the permanent acting International Arbitration Court undertakes all actions in managing the Court except for those which by the present Law or the Statute of the permanent acting Arbitration Court are referred to the exclusive competence of the Presidium of this Court.

Deputies Chairman of the permanent acting International Arbitration Court fulfill the functions delegated to them by the Chairman of this Court.

CHAPTER 3

ARBITRATION AGREEMENT. ARBITRATION COSTS

Article 11. Notion and Form of the Arbitration Agreement

The Arbitration agreement is an agreement of the parties of the submission of all or separate disputes, which have occurred or may arise out of the legal relations, binding upon the parties, for

settlement of the International Arbitration Court. The Arbitration Agreement may be entered into in the form of the arbitration clause (separate provision of the civil and legal contract) or in the form of a separate contract.

The arbitration agreement is entered into in writing. It's considered to be concluded, if it is included into the document, signed by the parties or entered into through notices using the mail or any other communication means providing a written recording of the parties' will, including sending a statement of claim and a reply to it, in which, respectively, one party proposes to consider the case at the International Arbitration Court, and the other party doesn't object to this. A reference in the contract to the document, containing the arbitration clause is an arbitration agreement provided that the contract has been entered into in writing, and the contents of the reference makes the above clause a part of the contract.

Article 12. Arbitration Agreement and Procedure of Settlement of a Dispute

If the parties have provided in the arbitration agreement the submission of a dispute for the settlement of the permanent acting International Arbitration Court, then thus during absence of the agreement otherwise, they have agreed upon the procedure of settlement of a dispute in accordance with the arbitration regulations.

Article 13. Arbitration Agreement and Lodging of a Claim by Essence of a Dispute to the State Court

The State court, to which a claim has been lodged by essence, being a subject of the arbitration agreement, leaves a claim without settlement, if either party asks of this not later than the date of lodging of its first application by essence of a dispute. The State court waives the settlement of this request, if it comes to a conclusion that the arbitration agreement is invalid or has become null or can't be executed.

Lodging of a claim to the State court on the matter, being a subject of the arbitration agreement, is not an obstacle for settlement of this case and making a judgement by the International Arbitration Court.

Article 14. Arbitration Agreement and Measures in Security for a Claim

Application of the party to the State court before or during the settlement of the case at the International Arbitration Court with the request to take measures to secure for a claim, as well as pronouncement by the State court of a ruling to take such measures, doesn't cancel the arbitration agreement.

Article 15. Arbitration Costs

The International Arbitration Court during settlement of each case collects an arbitration fee, as well as costs, connected with the settlement of a case (arbitration costs).

The amount of the arbitration fee and costs, as well as the procedure of their collection are determined for the permanent acting International Arbitration Court by the arbitration regulations, and for the International Arbitration Court for the settlement of a concrete case – by the agreement between the parties to a dispute and the arbitrators.

CHAPTER 4

MAKE UP OF THE INTERNATIONAL ARBITRATION COURT. CHALLENGE OF AN ARBITRATOR, EXPERT, INTERPRETER

Article 16. Number of Arbitrators

A quantitative make-up of the International Arbitration Court for settlement of a dispute is determined by the agreement of the parties, and in the absence of such an agreement includes three arbitrators.

Article 17. Appointment of Arbitrators

Nobody can be deprived of the right to become an arbitrator because of his citizenship or nationality, unless the parties have agreed upon otherwise.

The parties may by mutual consent determine the procedure of appointing an arbitrator or arbitrators subject to observance of the provisions of the third, fourth and fifth parts of the present Article.

In the absence of the agreement on the matters stipulated by the second part of the present Article: with the make-up of the International Arbitration Court of three arbitrators the Claimant names one arbitrator in the statement of claim, the Defendant notifies of the second arbitrator in reply to the claim, and two arbitrators thus appointed elect the third arbitrator (arbitrator - Chairman). If the parties don't appoint the arbitrators before expiration of 30 days from the date of receipt by the Defendant of a copy of the statement of claim or if two arbitrators within 10 days fail to elect the third one,

appointment of the make-up of the permanent acting International Arbitration Court is made by the Chairman of this court, and appointment of the make-up of the International Arbitration Court for settlement of a concrete case is made by the President of the Belarusian Chamber of Commerce and Industry, unless otherwise is set by the agreement between the parties or the International treaty; during a sole make-up of the International Arbitration Court, if the parties fail to agree upon the arbitrator within 30 days from the date when the Defendant has received or is considered to have received the statement of claim, appointment of an arbitrator of the permanent acting International Arbitration Court is made by the Chairman of this court, and appointment of an arbitrator of the International Arbitration Court for settlement of a concrete case is made by the President of the Belarusian Chamber of Commerce and Industry, unless otherwise is set by the agreement between the parties or the International treaty.

If upon the procedure of appointment of an arbitrator agreed upon by the parties in accordance with the second part of the present Article one of the parties doesn't observe this procedure, or the parties or two arbitrators can't reach an agreement in accordance with the procedure stipulated, or the third person doesn't fulfill any function placed on him within the procedure agreed of appointment of an arbitrator, necessary measures in relation to the make-up of the permanent acting International Arbitration Court are taken by the Chairman of this court, and in relation to the make-up of the International Arbitration Court for settlement of a concrete case – by the President of the Belarusian Chamber of Commerce and Industry, unless otherwise is set by the agreement between the parties or the International treaty.

Upon appointment of an arbitrator the Chairman of the permanent acting International Arbitration Court or the President of the Belarusian Chamber of Commerce and Industry take into account all requirements meeting of which provides an appointment of the qualified independent and impartial arbitrator. A judgement taken in accordance with the second, third and fourth parts of the present Article, is not subject to appeal.

Article 18. Grounds for a Challenge to an Arbitrator, Expert, Interpreter

A challenge to an arbitrator may be declared only in the case when there are circumstances causing grounded doubts in respect of his impartiality or independence, or when he doesn't possess a qualification, stipulated by the agreement between the parties. The party may declare a challenge to an arbitrator, whom it has appointed, or has participated in his appointment, only in connection with the circumstances which have become known to it after his appointment

A person, who has known of a possible appointment (election) of him as an arbitrator, is obliged to notify of the circumstances, which may cause well grounded doubts in respect of his impartiality, independence or competence. If the arbitrator hasn't done this before appointment (election) he is obliged to notify the parties of any such circumstances as soon as possible during proceedings of the case.

An arbitrator may declare a withdrawal.

On the grounds, mentioned in the first part of the present Article, the experts and interpreters may be also withdrawn.

Article 19. Procedure of Withdrawal of an Arbitrator, Expert, Interpreter

The parties may by mutual agreement determine the procedure of withdrawal of an arbitrator, expert, interpreter.

In the absence of an agreement of the procedure of withdrawal of an arbitrator, the party concerned submits to the make-up of the International Arbitration Court a written reasonable application of such a withdrawal. For submission of an application of the withdrawal of an arbitration a period of 15 days is set, calculated from the date when the party has known of the appointment of the corresponding arbitrator or of the availability of grounds for his withdrawal. If an arbitrator, to whom a withdrawal has been declared, doesn't inform about withdrawal, as well as if the other party doesn't agree to the withdrawal, the matter is solved by two remaining arbitrators of the make-up of the International Arbitration Court before the beginning of settlement of the case. If they fail to reach an agreement before the beginning of settlement of the case or if a withdrawal has been declared against two or more arbitrators or a sole arbitrator, the matter of withdrawal of a arbitrator (arbitrators) of the permanent acting International Arbitration Court is solved by the Chairman of this court, and the matter of withdrawal of an arbitrator (arbitrators) of the International Arbitration Court for settlement of a concrete case is solved by the President of the Belarusian Chamber of Commerce and Industry within five days.

A matter of withdrawal of an expert and interpreter is solved by the full make-up of the International Arbitration Court.

For the period of solving the matter of withdrawal of an arbitrator (arbitrators), expert and interpreter the settlement of the case by the International Arbitration Court is postponed.

A decision of the Chairman of the permanent acting International Arbitration Court, a decision of the President of the Belarusian Chamber of Commerce and Industry, a ruling of the make-up of the International Arbitration Court of withdrawal of an arbitrator (arbitrators), expert, interpreter are not subject to appeal.

Article 20. Termination of Authorities of an Arbitrator

An arbitrator is obliged to waive the acceptance of authorities or fulfilment of the corresponding functions, if he has appeared legally or actually incapable to fulfill them or by other reasons allows a considerable delay in proceedings by the case. The authorities of an arbitrator are terminated also by an agreement between the parties. If the agreement is not reached, either party to a dispute at the permanent acting International Arbitration Court may address the Chairman of this court, and the party to a dispute at the International Arbitration Court for settlement of a concrete case may address the President of the Chamber of Commerce and Industry with the request of making a decision of termination of the arbitrator's authorities. A decision of this matter is not subject to appeal.

Article 21. Substitution of an Arbitrator

If the arbitrator's authorities are terminated on the grounds and in the order, stipulated by Articles 18-20 of the present Law, the other arbitrator is appointed in accordance with the procedure, which has been applied during appointment of the arbitrator substituted.

CHAPTER 5

COMPETENCE OF MAKE-UP OF INTERNATIONAL ARBITRATION COURT

Article 22. Right of Passing the Decision of the Competence of the Make-up of the International Arbitration Court

The make-up of the International Arbitration Court can pass by itself a decision of its competence including one by any objections to availability or validity of the arbitration agreement. Hereby the arbitration clause, being a part of the contract, is considered as an agreement not depending on other terms and conditions of the contract. Passing by the make-up of the International Arbitration Court of a judgement of an invalidity of the contract doesn't entail itself an invalidity of the or arbitration clause. Declaration of the party of an absence with the make-up of the International Arbitration Court of the competence may be made not later than submission of objections to the claim. Appointment by the party of an arbitrator or its participation in appointment of an arbitrator doesn't deprive the party of the right to make such a declaration.

Declaration of the fact, that the make-up of the International Arbitration Court exceeds the limits of its competence, should be made immediately after that when the matter, which in the party's opinion, exceeds these limits, will be put in course of settlement of the case. The make-up of the International Arbitration Court may in any of these cases accept the declaration, made later, if it accepts the reason of delay well grounded.

By declaration, mentioned in the second and third parts of the present Article, the make-up of the International Arbitration Court makes a ruling before passing a judgement by essence of a dispute.

If the make-up of the permanent acting International Arbitration Court acknowledges itself competent, any party within 15 days after receipt of a notice of this may ask the Presidium of this court to pass the final decision on the matter of the competence.

For the time of solving the matter of competence of the International Arbitration Court the settlement of the case is suspended.

Article 23. Authorities of the International Arbitration Court in Relation to Securing Measures

Unless otherwise is provided by the agreement between the parties, the make-up of the International Arbitration Court may at the request of any party make a ruling of taking by any party such securing measures in relation to the subject of a dispute, which it considers necessary. The make-up of the International Arbitration Court may request from any party the submission of proper security in connection with such measures.

The make-up of the International Arbitration Court or the party with its consent may refer to the State court or court of a foreign state with the request of securing the claim or evidences.

The State court within its competence and in accordance with the procedure set by the procedural legislation of the Republic of Belarus meets such a request.

CHAPTER 6

SETTLEMENT OF A CASE BY THE INTERNATIONAL ARBITRATION COURT

Article 24. Equal Attitude to the Parties

Governed by the principle of the equality of the parties the make-up of the International Arbitration Court should submit during settlement of a dispute to each party all possibilities for presentation of its position, protection of the rights.

Article 25. Determination of the Procedure of Settlement of a Case

Subject to observance of the provisions of the present Law the parties may at their discretion agree on the procedure of settlement of a case by the make-up of the International Arbitration Court.

In the absence of such an agreement the make-up of the International Arbitration Court carries out settlement of the case in such an order which accepts necessary for provision of making a legal and grounded judgement. Hereby the make-up of the International Arbitration Court is obliged to observe the provisions of the present Law and take into account the parties' opinion, and the make-up of the permanent acting International Arbitration Court should take into account also the provisions of the arbitration regulations.

Article 26. Place of Holding of the Meetings of the International Arbitration Court

The parties may at their discretion agree upon the place of holding of the meetings of the International Arbitration Court. In the absence of such an agreement the place of holding of the meeting is determined by the make-up of the International Arbitration Court taking into consideration the circumstances of a case and opinions of the parties.

Unless the parties have agreed upon otherwise, the meeting of the International Arbitration Court may be held in any place, which the make-up of this court considers proper for holding of the consultations between the arbitrators, hearing of the witnesses, experts or parties, as well as for examination of the goods, other property or documents.

Article 27. Language of Settlement of a Case by the International Arbitration Court

If the parties haven't agrees upon the language (languages) in which the settlement of a case will be held, the make-up of the International Arbitration Court at its discretion determines a language (languages), taking into account the wishes of the parties and possibilities of the arbitrators. In the absence of an agreement otherwise, the parties' agreement or ruling of the make-up of the International Arbitration Court of the language (languages) of settlement of a case are applied to any written application of the party, hearing of a case, judgement or any other decision or ruling of the make-up of the International Arbitration Court.

The make-up of the International Arbitration Court may instruct that all documentary evidences are accompanied by their translation into the language (languages) upon which the parties have agreed or which has been determined by the make-up of the International Arbitration Court.

Article 28. Beginning of the Proceedings of a Case at the International Arbitration Court

Unless the parties have agreed upon otherwise, proceedings of a case at the International Arbitration Court for settlement of a concrete dispute begins from the date when the Defendant has received the statement of claim.

Proceedings of a case at the permanent acting International Arbitration court begin from the day determined by the arbitration regulations.

Article 29. Statement of Claim and Objections to a Claim

Requirements to the statement of claim are agreed upon by the parties or are determined by the International Arbitration Court for settlement of a concrete dispute, and at the permanent acting International Arbitration Court are determined by the arbitration regulations.

In the absence of an agreement otherwise in the course of settlement of a case any party may modify or add its requirements of a claim or objections in a claim, if the make-up of the International Arbitration Court doesn't accept it expedient in view of a possible delay.

Article 30. Receipt of Written Messages

A written message is considered to be received if it has been delivered to the receiver personally or to his address of permanent residence or to the place of location of his enterprise or to the mail address, unless otherwise is provided by the agreement between the parties. When the place of delivery of a written message can't be determined through conscientious making of references, a written message is considered to be received if it has been sent to the last known permanent residence of the receiver,

if at the place of location of his enterprise or to the mail address by the registered letter or otherwise, stipulating the registration of attempts to deliver this message.

The message is considered to be received on the day of its service or attempt to deliver (service) to the receiver, as is mentioned in the first part of the present Article.

Article 31. Renouncement of the Right of Objection

If the party knows that any provision of the present Law, from which the parties may depart, or any requirement, stipulated by the arbitration agreement have not been met, and nevertheless continues to participate in the settlement of a case, not having placed objections to such non-observance without groundless delay or within the period stipulated by the present Law or the arbitration regulations, then upon expiration of such a period it's considered as waived its right of objection.

Article 32. Hearing and Settlement of a Case under the Documents

If there is no agreement between the parties otherwise, the make-up of the International Arbitration Court determines whether to hold an oral hearing of a case or to settle it only on the basis of the documents or other written materials. However, in the absence of an agreement between the parties of waiver of the oral hearing the make-up of the International Arbitration Court is obliged to hold such a hearing, if the other party requests this.

A notice of any hearing or meeting of the make-up of the International Arbitration Court, held with the purposes of inspection of the goods, other property or documents, should be directed to the parties with such a purpose to that they have enough time for appearing to the corresponding hearing or meeting.

Statements, documents or other information submitted by one of the parties to the make-up of the International Arbitration Court, are transferred to the other party. The parties should receive any conclusions of the experts or other written evidences, with the help of which the make-up of the International Arbitration Court may substantiate its judgement.

Article 33. Non-submission of Objections to a Claim, Other Documents or Non-appearance of a Party

In the cases when without an indication of reasonable reasons and in the absence of an agreement between the parties otherwise the Defendant doesn't submit his objections to a claim, the make-up of the International Arbitration Court continues settlement of a case, not considering the fact itself of non-submission of objections as a acceptance of the Claimant's requests.

In the cases when any party doesn't appear at the hearing or doesn't submit documentary evidences, the make-up of the International Arbitration Court has the right to continue settlement of a case and make a judgement on the basis of evidences available with it.

Article 34. Expert Appointed by the Make-up of the International Arbitration Court

Unless otherwise is provided by an agreement between the parties, the make-up of the International Arbitration Court has the right:

to appoint one or several experts for presentation of a conclusion on concrete matters, determined by the make-up of the International Arbitration Court;

to request from the other party submission to the International Arbitration Court for transfer to the expert of any information relating to the case, as well as presentation for inspection or provision of a possibility to inspect any goods, property or documents relating to the case.

In the absence of an agreement between the parties otherwise, and if the party requests or if the International Arbitration Court considers it expedient, the expert should after presentation of his written conclusion take part in the hearing, at which the parties are provided with the opportunity to put questions to him.

Article 35. Assistance in Receipt of Evidences

The make-up of the International Arbitration Court or the party with its consent may refer to the State court or the court of a foreign state with the request of the assistance in receipt of evidences in the matter, settled at the International Arbitration Court.

The State court within its competence and in accordance with the procedure, set by the procedural legislation of the Republic of Belarus, executes this request.

CHAPTER 7

PASSING OF AN ARBITRATION JUDGEMENT AND TERMINATION OF SETTLEMENT OF A CASE

Article 36. Legal Norms, Applicable to the Essence of a Case

The make-up of the International Arbitration Court settles a dispute in accordance with the law, which the parties have chosen as applicable to the essence of a dispute. Any instruction for the law or the system of law of any state should be interpreted as a direct reference to the material law of this state, but not to its collision norms.

Unless the parties have agreed otherwise, the make-up of the International Arbitration Court applies the law determined in accordance with the collision norms which it considers applicable.

During settlement of a dispute the make-up of the International Arbitration Court is based on the contents of the contract binding on the parties, as well as takes into account the traditions of the International business turnover and legal practice.

Article 37. Fixing the Contents of Norms of the Foreign Law

During application of the foreign law, the make-up of the International Arbitration Court establishes contents of its norms in accordance with their official interpretation, practice of application and doctrine in the corresponding foreign state.

The parties are obliged to present evidences, confirming the contents of the norms of the foreign law to which they make a reference in substantiation or objections, and otherwise assist to the make-up of the International Arbitration Court in determination of the contents of these norms.

With the purposes of determination of the contents of the norms of the foreign law, the make-up of the International Arbitration Court may refer in the established order to the assistance and explanation to the Ministry of Justice of the Republic of Belarus, other competent State bodies of the Republic of Belarus, including those located abroad or attract experts.

Article 38. Passing of a Judgement by the International Arbitration Court in the Collegial Make-up

The Collegial make-up of the International Arbitration Court makes a judgement by a majority of votes of the arbitrators. The procedural matters may be solved by the arbitrator-chairman, if he is authorized to this by the parties or other arbitrators.

Article 39. Amicable Settlement

If during the settlement of a case the parties reach an amicable settlement, the make-up of the International Arbitration Court terminates the settlement of the dispute and fixes a reached amicable settlement in the form of the judgement on the terms agreed upon by the parties.

A judgement on the terms agreed upon by the parties is made in accordance with the provisions of Article 38 of the present Law and should contain an indication of the fact that it's a judgement of the International Arbitration Court. Such a judgement has the same force and is subject to fulfilment in the same way as any other judgement of the make-up of the International Arbitration Court in essence of a dispute.

Article 40. Form and Contents of a Judgement

A judgement should be made in writing and signed by the arbitrator or the collegial make-up of the International Arbitration Court. At the collegial make-up of the International Arbitration Court signatures of a majority of the arbitrators will be enough, if a reason of the absence of the signatures of the remaining arbitrators is specified.

Unless the parties have agreed upon otherwise, as well as otherwise results from Article 39 of the present Law, a judgement of the International Arbitration Court should specify the grounds on which it's based.

A judgement should specify the date of its adoption and place of holding of the meeting of the International Arbitration Court, determined in accordance with Article 26 of the present Law. A judgement of the International Arbitration Court is considered to be made at the place of holding of the meeting.

After making a judgement each party is provided with its copy signed by the arbitrators in accordance with the first part of the present Article.

Article 41. Termination of Settlement of a Case

Settlement of a case is terminated by making a judgement or ruling of termination of settlement of a case.

The make-up of the International Arbitration Court makes a judgement of termination of settlement of a case, when:

the Claimant waives his claims, if only the Defendant doesn't forward his objections against termination of settlement of a case, and the make-up of the International Arbitration Court doesn't accept the interest of the Defendant legal in receipt of the final judgement in a dispute;
the parties agree upon termination of settlement of a case;
the International Arbitration Court comes to a conclusion, that continuation of settlement of a case has become impossible by any reasons.

A judgement of the International Arbitration Court is final, becomes legally effective from the date of its making and may be appealed only in the cases, stipulated by Article 43 of the present Law.

The authorities of the make-up of the Arbitration Court are terminated simultaneously with the termination of settlement of a case, except for the authorities stipulated by Article 42 and the fourth part of Article 43 of the present Law.

Article 42. Modification and Interpretation of a Judgement. Additional Judgement

Within 30 days after receipt of a judgement unless otherwise is provided by the arbitration regulations or agreement between the parties, either party, having notified the other party of this, may request the make-up of the International Arbitration Court to modify any calculation mistake, slip of a pen, misprint or any other errors of similar nature made in the judgement, as well as request the make-up of the International Arbitration Court to give an interpretation of any concrete clause or part of the judgement of the International Arbitration Court.

If the make-up of the International Arbitration Court considers the request well grounded, it should within 30 days after its receipt, unless otherwise is fixed by the arbitration regulations, introduce corresponding corrections or give interpretation. Such a correction or interpretation becomes an integral part of a judgement of the International Arbitration Court.

The make-up of the International Arbitration Court within 30 days from the date of making a judgement, unless otherwise is fixed by the arbitration regulations, may on its initiative correct the mistakes, specified in the first part of the present Article, having sent to the parties a notice of such corrections.

Unless parties have agreed upon otherwise, either Party, having notified the other party of it, may within 30 days from the date of receipt of a judgement, unless otherwise is fixed by the arbitration regulations, request the make-up of the International Arbitration Court to make an additional judgement in relation to the claims which have been lodged during settlement of a case, however have not been reflected in a judgement. If the make-up of the International Arbitration Court considers a request well grounded, it should within 60 days, unless otherwise is fixed by the arbitration regulations, make an additional judgement.

The make-up of the International Arbitration Court in case of necessity may extend the period during which it should correct the mistakes, give interpretation or make an additional judgement in accordance with the second and fourth parts of the present Article.

The provisions of Article 40 of the present Law apply in relation to the correction and interpretation of a judgement of the International Arbitration Court, as well as in relation to an additional judgement of the International Arbitration Court.

CHAPTER 8

APPEAL OF A JUDGEMENT OF THE INTERNATIONAL ARBITRATION COURT

Article 43. Petition of a Cancellation as an Exclusive Means of Appeal of a Judgement of the International Arbitration Court

Appeal of a judgement of the International Arbitration Court may be carried out through lodging an appeal with the economic court of the region (of the city of Minsk) at the place of location of the international arbitration court of its cancellation on the grounds, stipulated by the second and third parts of the present Article.

A judgement of the International Arbitration Court may be cancelled by the economic court of the region (of the city of Minsk) at the place of location of the international arbitration court in the cases if the party with the petition of it provides evidences of the fact, that:

one of the parties during conclusion of the arbitration agreement was completely or partially incapable or this agreement is invalid under the law, to which the parties have subordinated this agreement, and in the absence of such an indication – under the law of the Republic of Belarus;

the party has not been properly notified of the appointment of the arbitrator or settlement of a case or by other good reasons could not submit its explanations;

a judgement has been made by a dispute not stipulated by the arbitration agreement or not covered by its terms and conditions, or contains the provisions on the matters beyond the limits of the arbitration agreement. Hereby if some provisions may be separated from those, which are not

covered by such an agreement, then only that part of a judgement of the International Arbitration Court may be cancelled, which contains the provisions referred to the matters not covered by the arbitration agreement;

the make-up of the International Arbitration Court or procedure of settlement of a case haven't corresponded to the agreement of the parties, if only such an agreement doesn't contradict the present Law.

A judgement of the International Arbitration Court may be cancelled by the economic court of the region (of the city of Minsk) at the place of location of the international arbitration court also in the cases if the subject of a dispute can not be a subject of the arbitration settlement under the legislation of the Republic of Belarus or if a judgement of the make-up of the International Arbitration Court contradicts the public order of the Republic of Belarus.

A petition of cancellation of a judgement of the International Arbitration Court may be lodged within three months from the date, when the party, lodged this petition, has received an arbitration judgement, and in the case, when the request has been placed in accordance with Article 42 of the present Law – from the date of making a judgement by the International Arbitration Court by this request.

During lodging a petition with the economic court of the region (of the city of Minsk) at the place of location of the international arbitration court of cancellation of a judgement of the International Arbitration Court this court at the petition of either party may postpone the settlement of a petition of cancellation of a judgement of the International Arbitration Court for a period, fixed by it, so as to give to the International Arbitration Court the possibility to renew settlement of a case or undertake other actions, which in the opinion of the International Arbitration Court will allow to remove the grounds for cancellation of an arbitration judgement.

CHAPTER 9

EXECUTION OF A JUDGEMENTS OF THE INTERNATIONAL ARBITRATION COURT

Article 44. Execution of Judgements of the International Arbitration Court

Judgements of the permanent acting International Arbitration Court, set up in accordance with Chapter 2 of the present Law, as well as judgements of the International Arbitration Court for settlement of a concrete dispute, which is located in the territory of the Republic of Belarus, are executed in the order, set by the economic procedural legislation of the Republic of Belarus

Article 45. Acknowledgement and Putting into Effect Judgements of the Foreign International Arbitration Court

Judgements of the foreign International Arbitration Court independently of the fact in which foreign state they have been made, are acknowledged and put into effect in accordance with the economic procedural legislation of the Republic of Belarus and its International treaties.

CHAPTER 10

FINAL PROVISIONS

Article 46. Effective Date of the Present Law

The present Law becomes effective in two months after its publication.

Before bringing the legislation of the Republic of Belarus in line with the present Law it applies in that part in which it doesn't contradict the present Law, unless otherwise is provided by the Constitution of the Republic of Belarus.

Article 47. Bringing the Legislative Acts in Line with the Present Law

The Council of Ministers of the Republic of Belarus should within three months from the date of coming into force of the present Law take measures for bringing the legislation of the Republic of Belarus in line with the present Law.

* unofficial translation *