

ARBITRATION AND MEDIATION CENTER OF ARMENIA

MODEL PROTOCOL OF PROCEDURE

DISCLAIMER

1. This Model Protocol of Procedure (the “**Model**” or the “**Protocol of Procedure**”) is designed solely to assist arbitrators in AMCA arbitrations when drafting the Protocol of Procedure in accordance with Article 26 of the AMCA Arbitration Rules. It is not intended to serve as a comprehensive or binding document and does not impose any mandatory requirements.
2. Arbitrators are encouraged to adapt this model to the specific circumstances of each case.
3. If a party declines to sign the Protocol of Procedure, any clauses reflecting additional agreements between the parties should be revised or removed accordingly.
4. Optional language is indicated by square brackets, and slashes are used to present alternative options.
5. For any questions, arbitrators are advised to contact the AMCA case management teams for assistance.

© **Arbitration and Mediation Center of Armenia (AMCA)**
All rights reserved.

PROTOCOL OF PROCEDURE

Pursuant to Article 26 of the AMCA Arbitration Rules in force as of 27th November, 2023

AMCA ARBITRATION CASE

ARB/0000/MM/YY

CLAIMANT/S V/ RESPONDENT/S V/ ADDITIONAL PARTY/PARTIES

(1) PARTIES AND THEIR REPRESENTATIVES

CLAIMANT/S

NAME
Address

**[Represented by] / [Not represented] /
[Not participating]**

NAME
Law firm
Address
Telephone
Email

RESPONDENT/S

NAME
Address

**[Represented by] / [Not represented] /
[Not participating]**

NAME
Law firm
Address
Telephone
Email

**ADDITIONAL
PARTY/PARTIES**

NAME
Address

**[Represented by] / [Not represented] /
[Not participating]**

NAME
Law firm
Address
Telephone
Email

(2) THE ARBITRAL TRIBUNAL

NAME	NAME	NAME
Institution	Institution	Institution
Address	Address	Address
Telephone	Telephone	Telephone
Email	Email	Email

[Administrative Secretary]

NAME
Law firm Address
Telephone Email

(3) AMCA CASE MANAGEMENT TEAM

SECRETARY GENERAL

CASE MANAGEMENT TEAM

info@amca.am

[Include a Table of Content]

OPTIONAL PROVISIONS

I – DEFINED TERMS

1. The following defined terms are used in this Protocol of procedure:

- Arbitration and Mediation Center of Armenia (“**AMCA**”)
- Secretariat of the Arbitration and Mediation Center of Armenia (“**Secretariat**”)
- Arbitration Council of the Arbitration and Mediation Center of Armenia (“**Council**”)
- National Committee of the AMCA Arbitration Council (“**National Committee**”)
- AMCA Arbitration Rules in force as of 27th November 2023 (“**Rules**”)
- Arbitral Tribunal, includes one or more arbitrators (“**Tribunal**”)
- Claimant/s, Respondent/s and any Additional Party/Parties together (“**Parties**”)
- *[Any other definition that may be necessary]*

II – THE PARTIES AND THEIR REPRESENTATIVES

2. Any change to a party's registered office or legal representation after the effective date of these Protocol of Procedure must be promptly communicated in writing to the other parties, the Tribunal, and the Secretariat.
3. When a relationship exists between a new party representative and an arbitrator which in the Tribunal’s view may create a conflict of interest, the parties agree that the Tribunal may take appropriate measures to ensure the integrity of the arbitration, including the exclusion of the new party representative from participating in all or part of the arbitration.
4. By signing this Protocol of Procedure, the parties affirm that their designated representatives are fully authorized to act and speak on behalf of the party that appointed them in this arbitration, particularly for executing this Procedural Protocol. Each representative may exercise their powers and authority either individually or jointly.

III – CONSTITUTION OF THE TRIBUNAL

5. The Tribunal was constituted as follows:
On [date], [name]
/[was confirmed as sole arbitrator by the [Council upon joint nomination by the Parties], pursuant to Article 14(1) of the Rules.]
/[was appointed by the Council as sole arbitrator pursuant to Article 14(3) of the Rules.]
On [date], [name]
/[was confirmed as co-arbitrator by the [Council] upon [joint] nomination by Claimant/s [and the Additional Party/Parties], pursuant to Article 14(4) of the Rules
/[was appointed as co-arbitrator by the Council on behalf of Claimant/s [and the Additional Party/Parties] in accordance with Article 14(4) of the Rules.

On [date], [name]
/[was confirmed as co-arbitrator by the [Council] upon [joint] nomination by Respondent/s [and the Additional Party/Parties], pursuant to Article 14(4) of the Rules
/[was appointed as co-arbitrator by the Council on behalf of Respondent/s [and the Additional Party/Parties] in accordance with Article 14(4) of the Rules.

On [date], [name]

/[was confirmed as president of the Tribunal by the [Council] upon joint nomination by co-arbitrators, pursuant to Article 14(5) of the Rules

/[was appointed as president of the Tribunal by the Council in accordance with Article 14(5) of the Rules.

Optional Provision

[Add where an administrative secretary has been/is being appointed]

6. The Parties agree to the appointment of as administrative secretary for the Tribunal.
7. By signing this Procedural Protocol, each party confirms that the Tribunal has been properly constituted.
8. Accordingly, the parties waive any objections in respect of matters known to the parties at the date of signature.

IV – NOTIFICATIONS AND COMMUNICATIONS

9. In accordance with Article 4 of the Rules, the parties and the Tribunal must simultaneously send copies of all written communications to the representatives of all other Parties, each arbitrator, and the Secretariat, using the addresses listed on page *[insert page number]*.
10. Communications shall be directed to the email addresses of the party representatives listed above and must be sent by the deadline established by the Tribunal.
11. All documents submitted to the Secretariat must be in electronic form only.
12. *[Any specific requirement related to the notification and/or filing of an award at the seat of arbitration should be addressed here.]*
13. Unless otherwise required by mandatory law or agreed by the Parties, (1) the Protocol of Procedure may be executed in counterparts, and (2) these counterparts may be scanned and submitted to the Secretariat via email or any other telecommunication method that provides a record of transmission, as per Article 4 of the Rules.

V – PROCEDURE TO DATE

14. On [date], the Secretariat received a Request for Arbitration filed by Claimant/s.
15. In its/their Request, Claimant/s [indicated that in accordance with the arbitration agreement/s the arbitration is submitted to a sole arbitrator / three-member Tribunal [and nominated ___ as co-arbitrator.] / [proposed that the arbitration be submitted to a sole arbitrator / three-member Tribunal [and nominated as co-arbitrator.]

16. The Secretariat notified the Request for Arbitration to Respondent/s on _____.
 17. On [date], [following an extension of time granted by the Secretariat], [the Secretariat received an Answer to the Request for Arbitration /[and counterclaims.] filed by Respondent/s.] /[The Secretariat also received a Request for Joinder filed by Respondent/s.]
 18. In the Answer, Respondent/s [indicated that in accordance with the arbitration agreement/s the arbitration is submitted to a sole arbitrator / three-member Tribunal [and nominated____ as co-arbitrator.] / [proposed that the arbitration be submitted to a sole arbitrator / three-member Tribunal [and nominated____ as co-arbitrator.] / [agreed with Claimant/s to submit the arbitration to a sole arbitrator / three-member Tribunal.]
 19. [The Secretariat notified the Request for Joinder to Claimant/s and the Additional Party/Parties on_.]
 20. On [date], [following an extension of time granted by the Secretariat], Claimant/s and/or Additional Party/Parties filed an Answer to the Request for Joinder.
 21. [The Respondent(s)/The Additional Party/Parties raised a plea(s) under Article 7(2) of the Rules, concerning the existence, validity, or scope of the arbitration agreement, or whether all claims can be determined together in a single arbitration.]/[Alternatively, they did not submit an Answer.]
[However, they requested that the Tribunal decide the plea(s) directly.]

[In line with Article 7(2) of the Rules, such plea(s) will be decided by the Tribunal, after allowing the parties an opportunity to comment.]
[The Secretary General did not refer the matter to the Arbitration Council, and therefore the Tribunal will address any questions of jurisdiction, after giving the parties an opportunity to respond.]

[During its session on [insert date], the Arbitration Council made a decision pursuant to Article 7(3) of the Rules:
 - that this arbitration will proceed,
 - that this arbitration will not proceed with regard to *** and ***, or
 - that this arbitration will not proceed regarding the claims made by the Claimant(s)/Respondent(s)/Additional Party(ies) under *** and *** (names of contracts).]
- This provision aligns with Article 7(2) of the AMCA Arbitration Rules, which stipulates that the arbitral tribunal shall decide on issues of jurisdiction or whether the claims may be determined together in that arbitration unless the Secretary General refers the matter to the Arbitration Council.
22. Pursuant to Article 18 of the Rules the file was transmitted to the Tribunal on [date].
 23. [As required by Article 27 of the Rules, the Tribunal convened a case management conference which took place [via z o o m / telephone conference] on [date] to consult the

parties on procedural measures that may be adopted.

VI – ARBITRATION AGREEMENT

24. /[Claimant/s /Respondent/s /the Additional Party/Parties] made claims under arbitration agreement/s contained in [*mention agreement(s), date(s), signatories*], which provides:

[*Quote in full the dispute resolution clause(s).*]

VII – APPLICABLE RULES OF LAW

25. [*Quote in full the choice of law clause(s) and/or any subsequent agreement by the parties or with the Tribunal for instance that the Tribunal may decide ex aequo et bono/amiabile compositeur; otherwise indicate whether this must be determined by the Tribunal.*]

VIII – APPLICABLE PROCEDURAL RULES

26. Pursuant to Article 21 of the Rules, the proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

IX – LANGUAGE OF THE ARBITRATION

27. [*Refer to the arbitration agreement(s) and/or any subsequent agreement by the parties; failing agreement, the Tribunal must decide on the language prior to establishing the Procedural Protocol and reflect its decision in the Procedural Protocol.*]

28. /[Accordingly], the language of the arbitration is_____.

X – SEAT OF ARBITRATION

29. [The arbitration agreements/s provide/s for as seat of arbitration.] [The seat of arbitration was not provided in the arbitration agreement/s. The seat shall be [Yerevan, Armenia/ (Article 20(1)). / [The tribunal determines the seat of arbitration]

30. Pursuant to Article 20(2) of the Rules, the Tribunal may, after consultation with the Parties, conduct hearings and meetings at any location it considers appropriate.

31. Pursuant to Article 20(3) of the Rules, the Tribunal may deliberate at any location it considers appropriate.

XI – PARTIES' RESPECTIVE POSITIONS AND RELIEF SOUGHT

32. The purpose of the following summaries is to satisfy the requirement of Article 26(2) of the Rules, without prejudice to any other or further allegations, arguments, contentions

and denials contained in the submissions already on record, and in future hearings or submissions in this arbitration, subject to Article 26 of the Rules.

33. Therefore, after the Protocol of Procedure has been signed, the parties are not allowed to make any new claim(s), unless the arbitral tribunal, upon the application by a party, decides to accept a new claim(s) giving due regard to the nature of the new claim(s), stage of the proceedings and other relevant circumstances.
34. No statement or omission in the summary of any party is to be interpreted as a waiver or admission of any issue of fact or law. The summary neither reflects any fact finding by the Tribunal nor any admission by any other party.
35. [The summaries of the parties' respective positions and relief sought provided in this Procedural protocol are based on the submissions made by the parties to date: Request for Arbitration dated [date], [Answer to the Request for Arbitration dated [date]] [Request for Joinder dated [date],] [Answer to the Request for Joinder dated [date]]]
36. [A summary of the facts, as derived from the parties' submissions, is provided below.] / [The following is an uncontested summary of the facts.] / [The Parties have outlined their positions as follows.]
37. By signing this Protocol of Procedure, the parties do not endorse or concede to the summary of the opposing party's position as outlined below.

(A) CLAIMANT'S/S' POSITION AND RELIEF SOUGHT

[to be completed]

(B) RESPONDENT'S/S' POSITION AND RELIEF SOUGHT

38. [Respondent/s [and the Additional Party/Parties] raise jurisdictional objections on the ground that [ground]]
39. [Any question of jurisdiction or admissibility shall be decided by the Tribunal.]
40. [By signing this Protocol of Procedure, [Respondent/s [and the Additional Party/Parties] do/does not waive its/their jurisdictional objections.]

[to be completed]

(C) ADDITIONAL PARTY'S/PARTIES' POSITION AND RELIEF SOUGHT

[To be completed.]

XII – AMOUNT IN DISPUTE

41. [The amount in dispute is currently quantified at AMD/[other currency]_____.] / [To

date, Claimant's/s' quantified claims amount to _____ and Respondent's/s' quantified counterclaims amount to _./[The amount in dispute is currently unquantified; Claimant/s /Respondent/s /the Parties will determine the amount of their claims or quantify the damages during the arbitration.]

XIII – ISSUES TO BE DETERMINED

42. The issues to be determined by the Tribunal may include but are not limited to the following:

[This section is to be completed; address any jurisdictional questions and cost-related matters to be resolved by the Tribunal. Where approval of the Procedural Protocol is required, ensure that any jurisdictional issues are clearly identified for determination.]

43. In any event, the issues to be determined shall be those resulting from the parties' submissions, including forthcoming submissions, and those relevant to the decision of the parties' respective claims and defenses, without prejudice to Article 26(4) of the Rules.
44. The Tribunal shall be free to decide any issue by way of partial or interim awards, or by a final award as it may deem appropriate and after having provided the parties a reasonable opportunity to present their case.

Optional Provisions which may be included when all parties are expected to sign

XIV – PROTECTION OF PERSONAL DATA

45. The parties, their legal representatives acknowledge, and shall ensure that all those acting on their behalf acknowledge, that the AMCA is subject to related Armenian data protection laws and regulations, acts as a controller of personal data for some of the data processed during the arbitration process.
46. Armenian data protection laws and regulations may also apply to the parties, their legal representatives, the arbitrators and others acting on their behalf or at their request. The party that considers itself or others acting on its behalf to be bound by the relevant data protection laws and regulations shall inform the arbitral tribunal as soon as practicable. The party shall insure that anyone acting on its behalf is notified of such information of the arbitral tribunal. This means that, absent unusual circumstances, any data protection issues shall be raised at the case management conference if not before.
47. Each party, legal representative and arbitrators acting as data controller to which the relevant data protection laws and regulations applies has a separate responsibility to comply with the relevant provisions.
48. To the extent applicable, the arbitral tribunal, the parties, and their legal representatives shall put in place, and shall ensure that all those acting on their behalf put in place, appropriate technical and organisational measures to comply with any applicable data protection laws during the arbitration and the applicable retention period in a

proportionate manner that minimizes the impact on the personal data.

49. The arbitral tribunal has authority to issue directions applying the data protection laws to the proceedings, which shall be binding on the parties for the purposes of the arbitration.

AMCA

XV – OTHER PROCEDURAL MATTERS

Procedural Orders

50. Any procedural matter may be determined by way of procedural orders after consultation with the parties.
51. Any procedural order may be made by the President alone on behalf of the Tribunal, after consulting with the co-arbitrators. In case of urgency, the President may issue procedural orders and directions alone.

Efficiency

52. The Tribunal and the parties agree to make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.

Optional Provisions

The Tribunal and the parties may consider adding provisions related to any confidentiality agreement, any value added tax due on the arbitrators' fees, any reference to soft law such as the IBA Rules on Taking of Evidence and the IBA Guidelines on Party Representation and any reference to the use of AMCA expertise services or the possibility of settling the dispute in accordance with the AMCA Mediation Rules.

Confidentiality

53. Unless otherwise agreed by the parties, the parties, the arbitral tribunal, the AMCA and any other person involved in the arbitration proceedings shall at all times treat all matters and all documents related to the proceedings and the award as confidential. An award may be made public with the consent of all parties, or in situations where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

Mediation

54. The Parties may, at any time, without prejudice to the present arbitration, seek to settle their dispute in accordance with the AMCA Mediation Rules.

SIGNATURE OF THE PROCEDURAL PROTOCOL

Place of arbitration: (city, country)

Signatures:

Name
For and on behalf of
Claimant/s

Date:

Name
For and on behalf of
Respondent/s

Date:

Name
For and on behalf of
Additional
Party/Parties

Date:

Name
Co-arbitrator

Date:

Name
President / Sole Arbitrator

Date:

Name
Co-arbitrator

Date:

