

LAC Procedures  
for the Administration of Cases Under  
the UNCITRAL Arbitration Rules

LAC Procedures  
for UNCITRAL Cases  
2019

Dispute Resolution  
Since 1928

A large, light red circular graphic in the bottom right corner contains a stylized illustration of a scroll and columns. The scroll is on the left, with a spiral end, and is connected to a horizontal bar that sits above four vertical columns, resembling a classical architectural element.

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# Introduction







## About the Procedures

The LAC Procedures for the Administration of Cases under the UNCITRAL Arbitration Rules (the Procedures) have been adopted by the Ljubljana Arbitration Centre (the LAC) for use by parties who seek the benefits of an administered arbitration while maintaining the flexibility afforded by the 1976 or 2010 version of the UNCITRAL Arbitration Rules (with or without paragraph 4 of Article 1 as introduced in 2013). The Procedures are designed to apply to the UNCITRAL Arbitration Rules as modified in 2010, with new Article 1, paragraph 4, as adopted in 2013, as well as, *mutatis mutandis*, to the original version of 1976 and any other versions.

These Procedures are a supplemental tool for parties who have agreed to have their dispute arbitrated under the UNCITRAL Arbitration Rules, and wish that the arbitration be administered by the Ljubljana Arbitration Centre (the LAC).

The administrative tasks of the LAC under the Procedures include:

- Appointment of arbitrators;
- Deciding challenges of arbitrators;
- Deciding and administering the costs of the arbitration and financial management of the arbitration.

These Procedures may be agreed upon at any time before or after a dispute has arisen. For the avoidance of doubt, an agreement designating the LAC as the administering body, or words to similar effect, includes the role as appointing authority under the UNCITRAL Arbitration Rules, unless otherwise agreed by the parties.

Where the parties wish to refer their dispute to arbitration under the UNCITRAL Arbitration Rules administered by the LAC, it is recommended that they include in their contract the standard arbitration clause for the LAC as administering body, including acting as an appointing authority, under the UNCITRAL Arbitration Rules. Should the parties wish to amend the standard arbitration clause they should exercise particular care. An unclear or ambiguous arbitration clause may significantly hinder or even compromise the arbitral proceedings.

## About the LAC

The LAC is an autonomous arbitration institution that operates at the Chamber of Commerce and Industry of Slovenia and is independent from it. The LAC is composed of the Board and the Secretariat.

The LAC is one of the leading arbitral institutions in the regions of the CEE and SEE. Since its inception in 1928, the LAC has administered several hundred domestic and international commercial disputes.

The subject matters of dispute are wide and varied and include all aspects of international commerce, including international sale, distributorship, agency, telecommunications, oil and gas, construction, joint ventures, shipping, pharmaceuticals, IT, corporate, finance and banking, insurance, concessions, public-private partnerships, etc.

Parties to LAC arbitrations have come from Slovenia, Austria, Italy, Hungary, Germany, Croatia, Serbia, Macedonia, Bosnia and Herzegovina, Montenegro, Russia, Ukraine, Bulgaria, Kosovo etc. Longstanding experience and high-quality services in administering commercial disputes make the LAC a convenient forum for the settlement of international disputes, and in particular those involving parties from the regions of the CEE and SEE. Compared to other institutions in the region the LAC's fees are fairly reasonable.

# LAC Procedures

for the Administration of Cases Under  
the UNCITRAL Arbitration Rules





# Introductory Provisions

## Article 1 The LAC

The Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (the LAC), also known as the Permanent Court of Arbitration attached to the Chamber of Commerce and Industry of Slovenia, is an autonomous and independent institution which administers the resolution of domestic and international disputes pursuant to its own rules and other rules and procedures agreed upon by the parties. The LAC is composed of the Board and the Secretariat.

## Article 2 Scope of Application

1. These LAC Procedures for the Administration of Cases under the UNCITRAL Arbitration Rules (the Procedures) shall apply where parties have agreed that disputes between them shall be referred to arbitration under the UNCITRAL Arbitration Rules (the Rules), and administered by the LAC. These Procedures shall apply to UNCITRAL Arbitration Rules as modified in 2010, with new Article 1, paragraph 4, as adopted in 2013 as well as, *mutatis mutandis*, to other versions of the UNCITRAL Arbitration Rules, when the parties have agreed to their application. These Procedures include Appendices I and II attached thereto, as amended from time to time by the LAC, in force on the date the Notice of Arbitration is received by the LAC.
2. The Rules shall be applied as modified herein, subject to any further modification as the parties may agree.
3. The LAC may decline to administer the case, in whole or in part, where in its discretion the LAC finds that any agreement by the parties would disproportionately hinder the proceedings or is incompatible with these Procedures.
4. For the avoidance of doubt, the Procedures apply also when the parties request administrative services in treaty-based investor-state arbitration.

### **Article 3**

#### **Communication with the LAC**

Communication between the parties and the LAC shall be in Slovenian or English, unless otherwise expressly agreed by the parties and the LAC.

### **Article 4**

#### **Notice and Calculation of Periods of Time**

1. Article 2 of the Rules shall apply to communications between the parties and the LAC.
2. Any notice, including Notice of Arbitration, Response to the Notice of Arbitration, Statement of Claim, Statement of Defence, Counterclaim (and any amendments thereto) as well as any other submissions, communications, notifications, documents, orders, decisions and awards exchanged between the parties and the arbitral tribunal shall also be sent to the LAC at the time of exchange or promptly thereafter.

### **Article 5**

#### **Registration Fee**

1. Upon filing the Notice of Arbitration, the Claimant shall pay a registration fee in accordance with Appendix I.
2. If the Claimant fails to pay the registration fee, the LAC shall set a time period for the payment. If the registration fee is not paid within this time period, the LAC may decline to administer the case, without prejudice to the parties' right to request administrative services of the LAC at a later time.

### **Article 6**

#### **Representation and Assistance**

For the purposes of Article 5 of the Rules, the names and addresses of any persons representing or assisting the parties shall be communicated to all parties, to the LAC and to the Arbitral Tribunal.

# Appointing Authority

## Article 7

### The LAC as Appointing Authority

1. For the purposes of Article 6 of the Rules, the LAC shall serve as appointing authority. In so doing, the LAC will perform the functions of the appointing authority as set forth in the Rules, supplemented by the provisions of the Procedures.
2. In exercising its functions of an appointing authority, the LAC will do so through its Board.
3. In its capacity of an appointing authority, the LAC may provide one or more of the following services:
  - i. appoint a sole arbitrator pursuant to Articles 7(2) or 8 of the Rules;
  - ii. appoint one or more arbitrators pursuant to Article 9(2) of the Rules, if several arbitrators are to be appointed;
  - iii. appoint the presiding arbitrator pursuant to Article 9(3) of the Rules;
  - iv. constitute the arbitral tribunal pursuant to Article 10(3) of the Rules;
  - v. decide on a challenge of an arbitrator pursuant to Article 13(4) of the Rules;
  - vi. appoint a substitute arbitrator pursuant to Article 14(2) of the Rules;
  - vii. authorize the other arbitrators to proceed without appointing a substitute arbitrator pursuant to Article 14(2) of the Rules.
4. For the purposes of Article 6(5) of the Rules, in exercising its functions under the Procedures, the LAC may require from any party and the arbitrators the information which it deems necessary and it shall give the parties and, where appropriate, the arbitrators, an opportunity to present their views in any manner they consider appropriate. All such communications to and from the LAC shall also be provided by the sender to all other parties.
5. Pursuant to Article 6(7) of the Rules, when making the appointment the LAC shall have regard to such considerations

as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

6. For the purposes of Article 11 of the Rules, each person appointed as arbitrator shall submit to the LAC a signed declaration of acceptance, availability, impartiality and independence in the format of Appendix II of the Procedures, where he or she shall disclose any circumstances, likely to give rise to justifiable doubts as to his or her impartiality or independence. The LAC shall send a copy of the declaration to the parties and the other arbitrators.
7. When requested to appoint a sole or presiding arbitrator under Articles 7(2), 8 or 9(3) of the Rules, the LAC will follow the list procedure set forth in Article 8(2) of the Rules unless all parties agree that the list procedure shall not be used or unless the LAC determines in its discretion that the use of the list-procedure is not appropriate for the case.
8. When appointing an arbitrator under Article 9(2) of the Rules, the LAC may exercise its discretion in making the appointment and will not apply the list procedure.
9. In the event of any failure to constitute the arbitral tribunal under the Rules, the LAC shall, pursuant to Article 10(3) of the Rules, at the request of any party, constitute the arbitral tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.
10. The decisions on challenges submitted by any party under Article 13(4) of the Rules shall be taken by the Board of the LAC.
11. If, at the request of a party, the LAC determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the LAC may, after giving an opportunity to the parties and the remaining arbitrators to express their views, pursuant to Article 14(2) of the Rules, either (a) appoint the substitute arbitrator, or (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award. When appointing a substitute arbitrator under Article 14 of the Rules, the LAC shall follow the procedure set forth therein.



## Article 8

### Notice by the LAC

As soon as the Arbitral Tribunal has been constituted and the advance on costs has been paid, the LAC shall notify the Arbitral Tribunal and the parties thereof.

# Costs of the Arbitral Proceedings and Financial Management of the Arbitration

## Article 9

### General Provision

1. Articles 40 – 43 of the Rules are replaced by Articles 10 – 12 of the Procedures.
2. Decisions concerning the costs of the arbitration pursuant to Articles 10 – 12 of the Procedures shall be taken by the LAC Secretariat.

## Article 10

### Costs of the Arbitration

1. The costs of the arbitration consist of:
  - i. the fees of the Arbitral Tribunal;
  - ii. the administrative fee of the LAC; and
  - iii. the expenses of the Arbitral Tribunal and the LAC.
2. Before making the final award, the Arbitral Tribunal shall obtain from the LAC a final determination of the costs of the arbitration. The LAC shall determine the costs of the arbitration in accordance to the Schedule of Costs (Appendix I) in force on the date the Notice of Arbitration is received by the LAC.
3. Where the proceedings are terminated prior to the making of the final award by way of an order for termination of the proceedings or an award on agreed terms, the LAC shall finally determine the costs of the arbitration, having regard to the stage in which the proceedings have terminated, the work performed by the Arbitral Tribunal and any other relevant circumstances. In such cases, the fees of the Arbitral Tribunal

may be lower than the minimum amount resulting from Appendix I.

4. The Arbitral Tribunal shall include in the final award, the award on agreed terms or the order for termination of the proceedings the costs of the arbitration as finally determined by the LAC and specify the individual fees and expenses of each of the arbitrators and the LAC.
5. In relation to the interpretation, correction or completion of the award, or an additional award, under Articles 37 to 39 of the Rules, the Arbitral Tribunal may charge the costs referred to in paragraph 1 (iii), but no additional fees.
6. The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the Arbitral Tribunal may apportion each of such costs between the parties if it decides that apportionment is reasonable, taking into account the circumstances of the case.
7. The Arbitral Tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of the costs of the arbitration.
8. The parties are jointly and severally liable to the arbitrators and to the LAC for the costs of the arbitration.
9. The registration fee, administrative fee of the LAC and the fees of the Arbitral Tribunal set forth in Appendix I do not include any value added tax. Upon their appointment, the arbitrators shall inform the LAC of the rate of value added tax that is to be charged on their fee.

## **Article 11**

### **Costs Incurred by the Parties**

The Arbitral Tribunal shall in the final award or, if it deems appropriate, in any other award, decide on the reimbursement of any reasonable costs incurred by the parties, including costs for legal representation bearing in mind the principles referred to in Article 10(6) of the Procedures.

## Article 12

### Advance on the Costs of the Arbitration

1. The LAC shall determine an amount to be paid by the parties as an advance on the costs of the arbitration.
2. The advance shall correspond to the estimated amount of the costs of the arbitration as defined in Article 10(1) of the Procedures. The advance shall be held and administered by the LAC.
3. The Claimant and the Respondent shall each pay half of the advance unless separate advances have been determined. Where a counterclaim or a set-off claim has been submitted, the LAC may determine a separate advance for each of the parties, corresponding to its respective claim. If the advance does not suffice to cover the costs of the arbitration or in other justified cases, the LAC may, at the request of the Arbitral Tribunal or of its own motion, order the parties to pay an additional advance.
4. If a party fails to pay the required advance within the period of time determined by the LAC, the LAC shall direct the other party to make the payment and set a time period for payment. If the payment is not made, the LAC may decline to administer the case, in whole or in part and the Arbitral Tribunal may order the suspension or termination of the proceedings.
5. After the proceedings have concluded, any unused amount of the advance shall be returned to the parties.

## General Provisions

### Article 13

#### Decisions by the LAC

The decisions of the LAC under the Procedures are final. Generally, the LAC will give reasons for its administrative decisions but may, when it considers it appropriate, issue decisions without reasons.

**Article 14**  
**General Rule**

In all matters not expressly provided for in the Rules, the LAC shall act in the spirit of the Rules.

**Article 15**  
**Exclusion of Liability**

The arbitrators, the LAC, the members of the Board and the Secretariat, the Chamber of Commerce and Industry of Slovenia and its employees shall not be liable for any act or omission in connection with the proceedings provided such an exclusion of liability is permissible under the applicable law.

**Article 16**  
**Entry into Force**

These Procedures enter into force on 1 January 2019.

# Appendices





# Appendix I

## Schedule of Costs

### Article 1

#### Registration Fee

1. The registration fee referred to in Article 5 of the Procedures amounts to EUR 1,000 and is non-refundable.
2. The registration fee is part of the administrative fee of the LAC referred to in Article 3 of this Appendix.
3. The registration fee shall be credited to the advance to be paid by the Claimant pursuant to Article 11 of the Procedures.

### Article 2

#### Fees of the Arbitral Tribunal

1. The LAC shall determine the fee of the presiding arbitrator and the sole arbitrator on the basis of Table A. The fee of a sole arbitrator shall be 20 per cent higher than the fee of a presiding arbitrator.
2. Each co-arbitrator shall receive 60 per cent of the fee of the presiding arbitrator. After prior consultation with the Arbitral Tribunal, the LAC may determine that a different percentage shall apply.
3. The amount in dispute shall be determined as the aggregate value of all claims and counterclaims. The same applies to set-off claims unless their consideration does not represent a significant increase of the workload. Where the amount in dispute cannot be established, the LAC shall determine the fees of the Arbitral Tribunal taking into account all relevant circumstances of the case.
4. When determining the fees of the Arbitral Tribunal, the LAC shall take into account the diligence and efficiency of the arbitrators, the amount of work performed, the complexity of the case, the efficiency of the proceedings and the timeliness of the making of the award. In exceptional circumstances, the LAC may depart from the amounts set out in Table A.

### Article 3

#### Administrative Fee of the LAC

1. The LAC shall determine the administrative fee of the LAC on the basis of Table B.
2. The amount in dispute shall be determined as the aggregate value of all claims and counterclaims. The same applies to set-off claims unless their consideration does not represent a significant increase of the workload. Where the amount in dispute cannot be established, the LAC shall determine the administrative fee of the LAC taking into account all relevant circumstances of the case.
3. In exceptional circumstances, the LAC may depart from the amounts set out in Table B.

### Article 4

#### Expenses of the Arbitral Tribunal and the LAC

1. In addition to the fees of the Arbitral Tribunal and the administrative fee of the LAC, the LAC shall determine an amount to cover any reasonable expenses incurred by the arbitrators and the LAC.
2. The expenses of the Arbitral Tribunal may also include the fees and costs of experts appointed by the Arbitral Tribunal pursuant to Article 29 of the Rules.



**Table A**

Amount in dispute (in EUR)	Fee of the presiding arbitrator <sup>1</sup>	
	Minimum (in EUR)	Maximum (in EUR)
to 25,000	1,800	2,700
from 25,000 to 50,000	1,800 + 2.8 % of the amount above 25,000	2,700 + 4.2 % of the amount above 25,000
from 50,000 to 100,000	2,500 + 4.2 % of the amount above 50,000	3,750 + 6.3 % of the amount above 50,000
from 100,000 to 250,000	4,600 + 1.6 % of the amount above 100,000	6,900 + 2.4 % of the amount above 100,000
from 250,000 to 500,000	7,000 + 1.56 % of the amount above 250,000	10,500 + 2.34 % of the amount above 250,000
from 500,000 to 1,000,000	10,900 + 1.22 % of the amount above 500,000	16,350 + 1.83 % of the amount above 500,000
from 1,000,000 to 2,000,000	17,000 + 0.64 % of the amount above 1,000,000	25,500 + 0.96 % of the amount above 1,000,000
from 2,000,000 to 5,000,000	23,400 + 0.42 % of the amount above 2,000,000	35,100 + 0.63 % of the amount above 2,000,000
from 5,000,000 to 10,000,000	36,000 + 0.34 % of the amount above 5,000,000	54,000 + 0.51 % of the amount above 5,000,000
from 10,000,000 to 20,000,000	53,000 + 0.2 % of the amount above 10,000,000	79,500 + 0.3 % of the amount above 10,000,000
from 20,000,000 to 50,000,000	73,000 + 0.12 % of the amount above 20,000,000	109,500 + 0.18 % of the amount above 20,000,000
from 50,000,001	<b>to be determined by the Board</b>	

<sup>1</sup> The fee of a sole arbitrator is 20 % higher than the fee of a presiding arbitrator.

Table B

Amount in dispute (in EUR)	Administrative fee of the LAC (in EUR)
to 25,000	2,000
from 25,000 to 50,000	2,000 + 2 % of the amount above 25,000
from 50,000 to 100,000	2,500 + 2 % of the amount above 50,000
from 100,000 to 250,000	3,500 + 1 % of the amount above 100,000
from 250,000 to 500,000	5,000 + 1 % of the amount above 250,000
from 500,000 to 1,000,000	7,500 + 0.4 % of the amount above 500,000
from 1,000,000 to 2,000,000	9,500 + 0.31 % of the amount above 1,000,000
from 2,000,000 to 5,000,000	12,600 + 0.08 % of the amount above 2,000,000
from 5,000,000 to 10,000,000	15,000 + 0.06 % of the amount above 5,000,000
from 10,000,000 to 20,000,000	18,000 + 0.02 % of the amount above 10,000,000
from 20,000,000 to 50,000,000	20,000 + 0.005 % of the amount above 20,000,000
from 50,000,001	21,500

## Appendix II

# Declaration of Acceptance, Availability, Impartiality and Independence

### **Declaration of Acceptance**

I hereby declare that I accept the appointment to serve as arbitrator in the above arbitration. I undertake to follow the UNCITRAL Arbitration Rules and accept to be remunerated in accordance with the Schedule of Costs (Appendix I) of the LAC Procedures for the Administration of Cases under the UNCITRAL Arbitration Rules in force on the date the Notice of Arbitration is received by the LAC.

### **Declaration of Availability**

I hereby declare that I, throughout the anticipated duration of the case, can and will dispose the time necessary in order for the case to be settled in the most expeditious and practical manner possible. I am aware that the Arbitral Tribunal promptly shall establish a provisional timetable for the conduct of the proceedings as soon as practicable after its constitution.

### **Declaration of Impartiality and Independence**

*(Please choose one of the following options)*

I hereby declare that I am impartial and independent in the above arbitration. I hereby declare that I am not aware of any circumstances, likely to give rise to justifiable doubts as to my impartiality and independence. I am not aware of any circumstances, which would justify a challenge to my acting as an arbitrator. If I become aware of any such circumstance, I undertake to immediately inform, in writing, the parties and the other arbitrators thereof.

I hereby declare that I am impartial and independent in the above arbitration. I hereby declare that there are no circumstances known to me, which would justify a challenge to my acting as an arbitrator. However, I would like to make a following disclosure as to circumstances, likely to give rise to justifiable doubts as to my impartiality or independence:

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Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Standard clause





## **LAC as administrating body, including appointing authority, under the UNCITRAL Arbitration Rules.**

Any dispute, controversy or claim arising out of or in connection with this contract, including the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules administered by the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia.

### Recommended additions:

- The Arbitral Tribunal shall be composed of [three arbitrators / a sole arbitrator].
- The seat of the arbitration shall be [city and state].
- The language to be used in the arbitral proceedings shall be [...].
- The governing law of the contract shall be the substantive law of [...].





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