



International
Arbitration
Centre

**LEADING DISPUTE RESOLUTION IN
THE HEART OF EURASIA**



aifc-iac.kz

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An Introduction

By the Chairman of the International Arbitration Centre



The International Arbitration Centre (“IAC”) provides an independent, economical and expeditious alternative to court litigation, operating to the highest international standards to resolve civil and commercial disputes in the AIFC.

The IAC has its own panel of outstanding international arbitrators and mediators who are greatly experienced, independent, impartial and of the highest integrity.

The IAC offers parties maximum choice and flexibility in choosing the rules and procedures they wish to use to resolve their disputes at the IAC.

Parties may agree for the IAC to:

1. Administer their arbitration according to the IAC Arbitration and Mediation Rules. These rules include procedures for expedited arbitrations, the appointment of emergency arbitrators, and resolution of investment treaty disputes.
2. Administer their arbitration according to UNCITRAL Arbitration Rules or ad hoc arbitration rules.
3. Administer mediations according to the IAC Arbitration and Mediation Rules or ad hoc mediation rules.
4. Provide other forms of alternative dispute resolution.

The IAC provides fundholding for arbitrators’ fees and the holding and disbursing of advances paid to cover the reasonable costs of the IAC’s own services and facilities.

The IAC is an appointment authority, offering the appointment of arbitrators and mediators from its panel, for arbitrations and mediations conducted at the IAC or elsewhere.

Arbitration awards of the IAC are enforceable in the Republic of Kazakhstan as Orders of the AIFC Court, supported by a robust enforcement system. They are also enforceable internationally under the New York Convention.

The IAC will provide permanent state of the art administrative facilities, including first class IT, conference, meeting, and hearing rooms at “IAC Chambers” which will be located at the IAC EXPO-2017 Astana premises.

The procedures and standards at the IAC seek to follow international best practice and will be familiar to users of arbitration and mediation services in major financial centres around the world.

Barbara Dohmann QC
Chairman, International Arbitration Centre at the AIFC

Vision, Mission & Objectives

Vision:

To be the number one choice for resolution of civil and commercial disputes by arbitration and alternative dispute resolution in Eurasia.

Mission:

The IAC seeks to establish and develop a fully independent arbitration and alternative dispute resolution system for the expeditious resolution of civil and commercial disputes characterized by reliability, fairness and accessibility, unconditional application of the rule of law, and flexibility that is responsive to the needs of global business markets.

Objectives:

- To provide world class services of settling national and international commercial disputes through arbitration, mediation and other methods of alternative dispute resolution, in accordance with the IAC Arbitration and Mediation Rules or the rules agreed upon between the parties of a dispute.
- To empower regional commerce by increasing confidence in the administration and accessibility of dispute resolution throughout the Astana International Financial Centre, Kazakhstan, the Eurasia region, and globally.
- To be an innovative and technologically advanced international arbitration centre and continually aim to improve working processes and standards.
- To collaborate with and establish working relationships with other international arbitration centres in Kazakhstan, the Eurasia region, and other jurisdictions, particularly those with close trading links to Kazakhstan.
- To promote awareness of the methods of alternative dispute resolution through conferences, symposia, workshops, training courses, specialist publications and printed material and by other means.

Key Features



An alternative to court litigation

The IAC provides an independent and expeditious alternative to court litigation and operates to the highest international standards to resolve civil and commercial disputes in the AIFC.



Rules and procedures

The IAC offers parties maximum choice and flexibility in choosing the rules and procedures they wish to use to resolve their disputes at the IAC.



Enforcement of awards

Arbitration awards of the IAC are enforceable in the Republic of Kazakhstan as Orders of the AIFC Court, supported by a robust enforcement system. They are also enforceable internationally under the New York Convention 1958.



Panel of arbitrators and mediators

The IAC has its own panel of outstanding international arbitrators and mediators who are highly experienced, independent, impartial and of the highest integrity. The IAC is an appointment authority and assists with the appointment of arbitrators and mediators to arbitrations and mediations conducted at the IAC or elsewhere.





Fees and charges

The IAC offers highly competitive fees for its world-class alternative dispute resolution services.

IAC services

The IAC administers arbitration according to the IAC Arbitration and Mediation Rules. These rules include procedures for expedited arbitrations, the appointment of emergency arbitrators, and resolution of investment treaty disputes; arbitration according to UNCITRAL Arbitration Rules or ad hoc arbitration rules; mediations according to the IAC Arbitration and Mediation Rules or ad hoc mediation rules.

Who We Are

Ms. Barbara Dohmann QC Chairman, IAC

Barbara Dohmann QC has been one of the UK's leading commercial barristers and an international arbitrator for many years.



She began practice at the Bar of England and Wales in 1973 and was appointed Queen's Counsel in 1987. She is a member of the London Court of International Arbitration. She has been appointed as arbitrator at the LCIA, at the London Metal Exchange (where she is an Arbitration and Arbitration Appeals Panel member), at the Paris International Chamber of Commerce, and at the Hong Kong International Arbitration Centre. She is a CEDR accredited Mediator.

Her arbitration experience includes international joint ventures, metal trading, oil and gas trading, North Sea oil drilling contracts, the true construction of bare boat charters, alleged breaches of charter parties, property, intellectual property, construction, trusts, commodity trading, family foundations, shareholder disputes, company mergers and acquisitions, international sporting events, media and entertainment, and many insurance and reinsurance disputes.

She has extensive experience of appearing before foreign courts in very large commercial disputes, including in Bermuda, Gibraltar, Singapore, Brunei, Grand Cayman, the Bahamas and The British Virgin Islands. She is a member of The British Virgin Islands Bar.

She has given expert evidence on English law to courts in the USA, Ireland, France, Germany, Austria and Dubai.

She was a Recorder from 1987 to 2001, a Deputy High Court Judge from 1994 to 2002, and a Judge at the Qatar Financial Centre International Court from 2007 to 2017.

She was Chairman of the Commercial Bar Association from 1999 to 2001 and Leader of the European Circuit from 2014 to 2016. She is a member of the Special Committee of the London Metal Exchange, of the Lord Chancellor's Advisory Committee on Private International Law, of the Learned Society for International Procedure Law and of the Deutscher Anwaltsverein.

She was educated at schools in Germany and in the USA and at the Universities of Mainz and of Paris (Sorbonne), and at the Inns of Court School of Law in London. Her languages are English, German, French and Spanish.

Mr. Christopher Campbell-Holt **Registrar and Chief Executive, IAC**

Mr. Campbell-Holt is the Registrar and Chief Executive of the IAC. He reports to the Chairman of the IAC and is responsible for the day to day management and administration of the IAC and case management of arbitrations and mediations before the IAC as provided in the IAC Arbitration and Mediation Rules. He is a member of the AIFC Legal Advisory Council, which reviews and approves AIFC law. He is also a member of the AIFC Academic Council, which advises the training body of the AIFC, the AIFC Bureau for Continuing Professional Development.



He has many years of legal experience gained while living and working in the UK, US, Middle East, and Eurasia. He managed the establishment of the AIFC Court and IAC and was a member of the AIFC Legal Advisory Council that reviewed and approved the initial AIFC common law.

He was the Registrar at an international financial centre commercial court and alternative dispute resolution centre in Qatar, and worked at international law firms practising international commercial law and dispute resolution.

He has been a visiting and guest lecturer at various universities and has published widely.

He was educated at University College London, where he graduated with an LLB in Law in 2003. He is admitted as a member of the Bar of New York State and is a CEDR accredited mediator.

Arbitrators & Mediators

The IAC has the following panel of arbitrators as approved by the Chairman of the IAC in accordance with Article 55(1)(b) of the AIFC Arbitration Regulations 2017:

* Also available as a Mediator

EU:

1. Michael Collins SC (Ireland)
2. Dr. Stephan Grigolli* (Italy)
3. Thomas Kruemmel (Germany)
4. Dr. Patricia Nacimiento* (Germany)
5. Noah Rubins* (France)

Hong Kong:

1. Laurence Li
2. Dr. Michael Moser
3. Chiann Bao*

Japan:

1. Yoshimi Ohara*

India:

1. Harish Salve SA

Kazakhstan:

1. Aigoul Kenjebayeva*
2. Alexander Korobeinikov*

Russia:

1. Timur Aitkulov*
2. Vladimir Khvalei*
3. Ilya Kuznetsov

UK:

1. Michael Bloch QC*
2. Michael Brindle QC
3. The Rt. Hon. Professor Sir Robin Jacob*
4. Professor Dr. Julian Lew QC
5. Gordon Nardell QC*
6. The Rt. Hon. The Lord Phillips of Worth Matravers KG, PC
7. Andrew Spink QC
8. Joe Tirado*
9. Andrew White QC
10. Sheikh Bilal Khan*

Ukraine:

1. Irina Tymczyszyn*

USA:

1. Randy J. Holland
2. Drew Holiner*

Legal Framework

The Constitution of the Republic of Kazakhstan 1995

The Constitution of the Republic of Kazakhstan 1995 was amended by the Parliament of the Republic of Kazakhstan with effect from 14 March 2017 and provides at Article 3.1 for there to be a special legal order in the financial field in Astana in accordance with constitutional statute.

AIFC Constitutional Statute 2015

The AIFC Constitutional Statute No. 438-V ZRK of 7 December 2015 was approved by the Parliament of the Republic of Kazakhstan and provides for the establishment of the Astana International Financial Centre. Article 14 of the AIFC Constitutional Statute provides for the establishment of an International Arbitration Centre in the AIFC and provides for the procedures of the International Arbitration Centre to be provided by Resolution of the AIFC Management Council.

AIFC Arbitration Regulations 2017

The AIFC Arbitration Regulations 2017 were approved by Resolution of the AIFC Management Council on 5 December 2017 and provide arbitration procedures modelled on the UNCITRAL Model Law and provide for the establishment of the International Arbitration Centre.

IAC Arbitration and Mediation Rules 2018

The International Arbitration Centre Arbitration and Mediation Rules 2018 were approved and published by the Chairman of the International Arbitration Centre, as provided by Article 54 of the AIFC Arbitration Regulations 2017, and provide the detailed arbitration and mediation procedures for administered arbitration and mediation at the International Arbitration Centre.

AIFC Court Regulations 2017

The AIFC Court Regulations 2017 were approved by Resolution of the AIFC Management Council on 5 December 2017 and provide for the constitution of the AIFC Court, the management of the AIFC Court and AIFC Court Registry, the jurisdiction and powers of the AIFC Court, the composition of the AIFC Court, the applicable law in the AIFC Court, and practice and procedure in the AIFC Court.

AIFC Court Rules 2018

The AIFC Court Rules 2018 were approved and published by the Chief Justice of the AIFC Court, as provided by Article 30 of the AIFC Court Regulations 2017, and provide the detailed procedures of the AIFC Court.

Model Arbitration Clause

“Any dispute, controversy, difference or claim, whether contractual or non-contractual, arising out of or in relation to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by the International Arbitration Centre of the Astana International Financial Centre (“IAC”) in accordance with the IAC Arbitration and Mediation Rules in force on the date on which the Request for Arbitration is filed with the Registrar of the IAC, which Rules are deemed to be incorporated into this clause.”

Additional provisions:

[The parties are free to adapt the clause to their particular circumstances, for example the parties may also wish to stipulate in the arbitration clause]:

1. Appointment of arbitrators

The number of arbitrators shall be [one/three].

[In the event of a sole arbitrator: The arbitrator shall be appointed by agreement of the parties. If the parties have not agreed on the appointment of an arbitrator within [10]* days of the [Commencement Date** notified to the parties by the Registrar of the IAC], at the request of one of the parties, the Chairman of the IAC will appoint the arbitrator.]

-OR-

[In the event of a three person tribunal: Each of the parties (or co-parties in circumstances where there are more than two parties) shall appoint an arbitrator within [10]* days of the [Commencement Date notified to the parties by the Registrar of the IAC]. The party-appointed arbitrators shall appoint the presiding arbitrator, in consultation with the parties, no later than [20]* days following the Commencement Date. In the event that the appointment of an arbitrator (including the presiding arbitrator) is not made by that time, then, at the request of any of the parties, the Chairman of the IAC will appoint the remaining arbitrator(s).]

2. Seat of arbitration and applicable law

The seat of the arbitration will be [insert City and / or Country]. The law governing the arbitration proceedings shall be the law of the seat.

3. Language of the arbitration

The language of the arbitration proceedings shall be [insert chosen language].

4. Law governing the agreement

The governing law of this Agreement shall be the substantive law of [insert country].***

5. Qualities of the arbitrators

The arbitrators shall have the following qualities:****

[Specific or excluded nationalities]

[Qualifications, e.g. lawyer, experience in oil/gas/construction/other, accountant, engineer etc.]

[Fluency in the language of the arbitration]

Notes:

* The parties may agree to adjust these time limits.

** The Commencement Date is defined in Article 4.7 of the IAC Rules 2018.

*** To be used in the event that there is no governing law clause in the agreement.

**** See Article 8.5 of the IAC Rules 2018.

The parties to the Agreement should ensure that the Agreement contains a clause to the effect that this Arbitration Clause will survive the termination, repudiation, invalidation, expiry, or frustration, of the Agreement as a whole.

Mediation and Arbitration Clause

“Any dispute, whether contractual or non-contractual, arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, may first be submitted to mediation at the AIFC International Arbitration Centre (“the IAC”) under its Arbitration and Mediation Rules 2018. If the dispute is not resolved by mediation, then the parties shall refer the dispute to arbitration at the IAC. In that case, then [insert text from model IAC arbitration clause].”

Fees and Charges

Arbitrations conducted at the IAC under the IAC Arbitration and Mediation Rules (“the Rules”), UNCITRAL Rules or ad hoc rules

1. Charges of the IAC

a) A Registration Fee of USD 1000 is payable in advance with the Request for Arbitration and is non-refundable.

b) An hourly fee of USD 150 for all IAC administrative charges, including the administration of the arbitration, related expenses, the appointment of arbitrators, appointment of emergency arbitrators, will be invoiced to the Parties by the Registry.

2. Fees and expenses of the Tribunal

a) Arbitrators shall be invited at the time of their appointment to agree in writing an hourly fee rate. Hourly fees shall normally not exceed USD 635.

b) The Tribunal’s fees may include a charge for time spent travelling.

c) The Tribunal’s fees may also include a charge for time reserved but not used due to late postponement or cancellation of hearings if the basis for such charge is stated in writing to the Parties at the commencement of the arbitration.

d) The Tribunal shall be entitled to recover all expenses reasonably incurred in connection with the arbitration, such as travel and hotel expenses. All claims for reimbursement of expenses shall be supported by receipts.

3. Deposits

a) The Registrar may direct the Parties, in such proportions and at such times as are appropriate, to make one or more payments to the IAC on account of the costs of the arbitration (the Arbitration Costs) other than the legal or other expenses incurred by the Parties themselves. The payments deposited by the Parties may be applied by the IAC to pay any item of such Arbitration Costs (including the IAC’s own charges and expenses).

b) Save for exceptional circumstances, the Arbitral Tribunal should not proceed with the arbitration without having ascertained from the Registrar that the IAC is or will be in requisite funds as regards outstanding and future Arbitration Costs.

c) In the event that a Party fails or refuses to make any payment on account of the Arbitration Costs as directed by the Registrar, he may direct the other Party or Parties to effect a substitute payment to allow the arbitration to proceed (subject to any later order or award by the Tribunal).

4. Interim Payments

a) When interim payments are required to cover any part of the Arbitration Costs, including the IAC's administrative charges, the Tribunal's fees or expenses, the fees or expenses of any expert appointed by the Tribunal, the fees or expenses of any Secretary to the Tribunal, or charges for hearing rooms and other support services, such payments may be made against invoices for any of the items listed above from funds held on deposit by the IAC.

b) If no or insufficient funds are held at the time an interim payment is required, the relevant invoices may be submitted by the IAC for payment by the Parties directly. The Parties are invited to contact the IAC Registry to enquire about access to hearing rooms and related costs.

5. Arbitration Costs

a) The Parties shall be jointly and severally liable to the Tribunal and the IAC for the costs of the arbitration (other than the legal or other costs incurred by the Parties themselves).

b) Any bank charges incurred on any transfer of funds by the Parties to the IAC shall be borne exclusively by the Party or Parties transferring the funds.

c) The Tribunal's Award(s) shall be transmitted to the Parties by the IAC provided that the costs of the arbitration have first been paid to the IAC.

Contact Details

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