Commercial Arbitration
Russia

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Infrastructure

1. **The New York Convention**

   Is your state a party to the New York Convention? Are there any noteworthy declarations or reservations?

   Russia is a party to the New York Convention. In 1960, the USSR made a reservation (which is still in force) that reciprocity shall apply to non-parties to the Convention.

2. **Other treaties**

   Is your state a party to any other bilateral or multilateral treaties regarding the recognition and enforcement of arbitral awards?

   Russia is a party to the European Convention on International Commercial Arbitration 1961.

   Also Russia, as well as some former COMECOM members, is still a party to the Moscow Convention on the Settlement by Arbitration of Civil Law Disputes Arising from Relations of Economic, Scientific and Technical Cooperation 1972.

   Russia is a signatory to the Washington (ICSID) Convention from 16 June 1992, but the treaty is not ratified yet.

   According to UNCTAD, Russia is a party to 57 BITs in force.

3. **National law**

   Is there an arbitration act or equivalent and, if so, is it based on the UNCITRAL Model Law? Does it apply to all arbitral proceedings with their seat in your jurisdiction?

   Russia has dual arbitration regime.

   The Law of the Russian Federation No. 5338-1 dated 7 July 1993 on International Commercial Arbitration (the ICA Law) governs international arbitrations where the seat of arbitration is Russia. Certain provisions also apply to non-Russian arbitrations: waiver of the right to arbitrate by pursuing a claim in courts; the right to apply for interim measures in courts; recognition and enforcement of awards. The ICA Law closely follows the Russian text of the UNCITRAL Model Law as adopted in 1985 (the Model Law).

   Federal Law No. 102-FZ dated 24 July 2002 on Arbitral Tribunals in the Russian Federation (the DCA Law) applies solely to domestic arbitration.

Both statutes are currently under review. It is expected that the ICA Law will be modified to implement 2006 amendments to the Model Law while the DCA Law will be completely replaced by a new act. The new DCA Law will also be applicable to certain aspects of international commercial arbitration, including record keeping, liability of institutions and arbitrators, and mandatory notification of a legal entity on corporate disputes between its shareholders.

4. **Arbitration bodies in your jurisdiction**

What arbitration bodies relevant to international arbitration are based within your jurisdiction? Do such bodies also act as appointing authorities?

The oldest institution in Russia is the International Commercial Arbitration at the Chamber of Commerce and Industry of the Russian Federation. It's known under English acronym ICAC or Russian one – MKAS. Its status is regulated at Annex 1 to the ICA Law and it runs arbitrations under its own ICAC rules.

The ICA Law also regulates at Annex 2 the status of Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation.

It is expected that in the coming years a new player will become visible on the market – the Russian Arbitration Association (RAA) established in 2013 by major international and Russian law firms and leading CIS arbitration practitioners. In April 2014 the RAA adopted the UNCITRAL Arbitration Rules and the Regulations for Arbitration Proceedings.

5. **Foreign institutions**

Can foreign arbitral providers operate in your jurisdiction?

Yes. There is no restriction on the matter.

6. **Courts**

Is there a specialist arbitration court? Is the judiciary in your jurisdiction generally familiar with the law and practice of international arbitration?

There are no specialised arbitration courts in Russia. However, historically a large part of arbitration-related cases are tried by the Moscow Commercial Court (a first instance court) and the Federal Court for the Moscow region (a second instance court for challenges and enforcement of awards). Both courts accumulated significant experience. There are no specifically assigned judges or divisions within those courts to deal with arbitration matters at the permanent basis. However certain judges, at least in the Moscow Commercial Court are reported to deal with arbitration cases more often than others. In the last five years, Russian courts became much more progressive and pro-arbitration.

Agreement to arbitrate

7. **Formalities**

What, if any, requirements must be met if an arbitration agreement is to be valid and enforceable under the law of your jurisdiction? Can an arbitration agreement cover future disputes?

Arbitration agreement shall be in writing and refer to defined legal relationship. In this aspect the ICA Law replicates the text of article 7 of the Model Law. It may cover existing and future disputes whether contractual or not.

8. **Arbitrability**

Are any types of dispute non-arbitrable? If so, which?

As a general rule, all disputes are arbitrable if otherwise is not established by a federal law (article 1(4) of the ICA Law, article 4(6) of the Commercial Procedural Code (APK), and article 3(3) of the Civil Procedural Code). So far, the only statutory exemptions are bankruptcy disputes and certain types of corporate, IP and other disputes that are subject to exclusive jurisdiction of commercial courts. The case law and commentators have also added the following categories of non-arbitrable disputes: state contracts; employment; family; any public-law related disputes; and privatisation. It is expected that the ongoing review of statutes in the field will codify all exceptions and resolve existing ambiguities.

9. **Third parties**

Can a third party be bound by an arbitration clause and, if so, in what circumstances? Can third parties participate in the arbitration process through joinder or a third-party notice?

As a general principle, no third party could be joined without its expressed consent and expressed consent of the parties to the arbitration proceedings. Russian courts and commentators endorse that arbitration agreements bind not only their signatories, but also their successors and assignees.

It is discussed with respect to the new DCA Law that arbitral institutions shall notify legal entities which shareholders commenced arbitrations between each other in relation to corporate issues. Following that, such legal entities shall notify other shareholders who will be entitled to join the proceedings. This potential provision mirrors procedural rules for corporate disputes applicable to litigation in state courts and should be applicable both to domestic and international arbitrations with seat in Russia. It’s not clear how this regulation would apply with respect to the latter ones administered by non-Russian institutions.

10. **Consolidation**

Would an arbitral tribunal with its seat in your jurisdiction be able to consolidate separate arbitral proceedings under one or more contracts and, if so, in what circumstances?

The ICA Law, following the Model Law, is silent on the matter. Consolidation of proceedings is possible where it is agreed by the parties. Such agreement could also be reached by acceptance of arbitration rules which grant tribunals with necessary powers. However, it’s noteworthy that ICAC rules do not provide with any regulation of this issue.

11. **Groups of companies**

Is the “group of companies' doctrine” (or any other method of piercing the corporate veil) recognised in your jurisdiction?

No. However, if as a matter of applicable law, a parent company of a signatory became a successor or an assignee with respect to the obligations of a signatory, the issue of liability of an affiliated person will be considered.

12. **Separability**

Are arbitration clauses considered separable from the main contract?

Yes. This principle is established in article 16(1) of the ICA Law.

13. **Competence-competence**

Is the principle of competence-competence recognised in your jurisdiction? Can a party to an arbitration ask the courts to determine an issue relating to the tribunal’s jurisdiction and competence?

The principle of competence-competence is established in article 16 of the ICA Law expressly empowering tribunals to decide on an issue in their jurisdiction. This rule is supported by article 148(1)(5) of the APK, which dictates termination of proceedings where there is an arbitration agreement unless the court finds an arbitration agreement null and void, inoperative or incapable of being performed. Also as ruled in 2009 the Supreme Commercial Court of the Russian Federation (now dissolved), the only way to challenge jurisdiction of arbitral tribunal is established by article 235 of APK (ie, a party shall apply to set aside an award on jurisdiction (ruling dated 1 April 2009 No VAS-3040/09 *Voskhod v Rual Trade Limited*)).

14. **Drafting**

Are there particular issues to note when drafting an arbitration clause where your jurisdiction will be the seat of arbitration or the place where enforcement of an award will be sought?

There are no specific statutory requirements as to the drafting language of an arbitration clause. However, parties will be well advised to be specific and use model clauses recommended by institutions to avoid argument on whether a clause is incapable of being performed.

15. **Institutional arbitration**

Is institutional international arbitration more or less common than ad hoc international arbitration? Are the UNCITRAL Rules commonly used in ad hoc international arbitrations in your jurisdiction?

Ad hoc arbitrations are not very common in Russia. In most cases, parties prefer to opt for institutional arbitration. Understandably, UNCITRAL Arbitration Rules are commonly used by sophisticated parties in major contracts.'

16. **Multi-party agreements**

What, if any, are the particular points to note when drafting a multi-party arbitration agreement with your jurisdiction in mind? In relation to, for example, the appointment of arbitrators.

It is very helpful to determine the number of arbitrators and any specific mechanism of their appointment, including the appointing authority where parties do not reach agreement. It is important also to refer specifically to the right of tribunals to consolidate proceedings and to join other parties of a contract or a series of contracts. However, the drafter shall ensure that all such parties should be signatories to such arbitration agreement. So either one would need to produce a single umbrella arbitration agreement or ensure that arbitration clauses in multiple contracts are identical and clearly and unequivocally refer to the powers of tribunals to consolidate the proceedings.

Commencing the arbitration

17. **Request for arbitration**

How are arbitral proceedings commenced in your jurisdiction? Are there any key provisions under the arbitration laws of your jurisdiction relating to limitation periods of which the parties should be aware?

Some institutions, like the ICAC, still follows a litigation model where to commence proceedings, it's necessary to submit a statement of claim. However, parties are free to adopt rules of other institutions or UNICTRAL Arbitration Rules where the process starts with a request for arbitration.

As a matter of Russian law, the statute of limitations is a part of substantive law. So this issue will be considered as per the law chosen in a contract or as per conflict of laws rules.

Choice of law

18. **Choice of law**

How is the substantive law of the dispute determined? Where the substantive law is unclear, how will a tribunal determine what it should be?

The ICA Law, following the Model Law, refers to the choice of parties and, if it was not chosen, a tribunal will apply the law "which it considers applicable".

Appointing the tribunal

19. **Choice of arbitrators**

Does the law of your jurisdiction place any limitations in respect of a party's choice of arbitrator?

No. Parties are free to agree on the number of arbitrators and the appointment procedure. However, retired judges are not allowed to accept such appointments. This ban is expected to be lifted in the course of the ongoing legislation review.

20. **Foreign arbitrators**

Can non-nationals act as arbitrators where the seat is in your jurisdiction or hearings are held there? Is this subject to any immigration or other requirements?

There is no statutory restriction for non-Russian nationals to act as arbitrators. Parties are free to agree on any limitations on this point (article 11(1) of the ICA Law). Usual travel and visa requirements apply.

21. **Default appointment of arbitrators**

How are arbitrators appointed where no nomination is made by a party or parties or the selection mechanism fails for any reason? Do the courts have any role to play?

Article 6(1) of the ICA Law empowers the President the Chamber of Commerce and Industry of the Russian Federation to act as an appointing authority where parties failed to agree or to follow the agreed procedure and where institutions do not perform their functions under applicable rules. It is expected that in the new version of the ICA Law these powers will be vested in courts.

22. **Immunity**

Are arbitrators afforded immunity from suit under the law of your jurisdiction and, if so, in what terms?

The legislation is silent on the matter, so arbitrators are subject to general rules of civil liability.

Russian civil law prohibits exemption from liability for deliberate acts. In line with this rule some institutions, like the ICAC, provides arbitrators with immunity against claims on negligence (see section 47 of the ICAC Rules). It is expected that the new DCA Law will lift any immunity of institutions against gross negligence claims. Also, it is expected that arbitrators will be liable for damages only if they are held liable for committing a crime.

23. **Securing payment of fees**

Can arbitrators secure payment of their fees in your jurisdiction? Are there fundholding services provided by relevant institutions?

There is no statutory regulation of the issue. Normally, it is settled in arbitration rules and the process will not continue before parties or claimants pay an advance on the arbitrators' fees and arbitration costs.

Challenges to arbitrators

24. **Grounds of challenge**

On what grounds may a party challenge an arbitrator? How are challenges dealt with in the courts or (as applicable) the main arbitration institutions in your jurisdiction? Will the IBA Guidelines on Conflicts of Interest in International Arbitration generally be taken into account?

Following the approach of the Model Law parties shall prove their justifiable doubts as to the arbitrator's impartiality or independence (article 12(2) of the ICA Law).

Currently, courts are not empowered to deal with these types of disputes. Under the present version of the ICA Law (articles 6(1) and 13(3)), the President of the Chamber of Commerce

and the Industry of the Russian Federation is empowered to consider challenges that were rejected by tribunals. It is understood that in the new version of the statute this authority will be granted solely to the courts.

Under the ICAC Rules, any challenge shall be submitted to the ICAC directly within 15 days after a party was notified on composition of the tribunal or after it become aware of circumstances that can serve as a reason for the challenge. Challenges shall be considered by the ICAC Presidium, if, prior to that, the arbitrator has not resigned voluntarily.

It is normal for parties and arbitrators to refer to the IBA Guidelines. Furthermore, in 2010 the ICAC issued its own Rules on Impartiality and Independence, which generally follow the IBA Guidelines.

Interim relief

25. **Types of relief**

What main types of interim relief are available in respect of international arbitration and from whom (the tribunal or the courts)? Are anti-suit injunctions available where proceedings are brought elsewhere in breach of an arbitration agreement?

Pursuant to the ICA Law and APK, the list of interim relief is non-exhaustive (ie, any measures may be granted by both arbitral tribunals and courts in aid of arbitration). However, as a non-final decision, an interim order of an arbitral tribunal is not enforceable in Russia. That is why it is preferable to apply directly to domestic courts at the seat of arbitration, or at the place of the debtor's incorporation, or at the place where the debtor's assets are located.

Anti-suit injunctions are not prohibited, but there are no instances when Russian courts have granted such measures. Anti-suit injunctions ordered by foreign courts are not enforceable in Russia and they cannot estop a Russian court from trying a case (Information Letter of the Presidium of the Supreme Commercial Court of the Russian Federation of 9 July 2013 No. 158).

26. **Security for costs**

Does the law of your jurisdiction allow a court or tribunal to order a party to provide security for costs?

The ICA Law is silent on the security of costs issue. There is also no case law addressing this issue. However, there is nothing special in Russian law to conclude that a tribunal is not entitled to issue such an order. Article 19(2) of the ICA Law leaves a wide margin of appreciation to arbitrators to determine the course of the process.

Procedure

27. **Procedural rules**

Are there any mandatory rules in your jurisdiction that govern the conduct of the arbitration (eg, general duties of the tribunal and/or the parties)?

No, there are not. To some extent, articles 18–27 of the ICA Law set up a framework for conducting arbitration. The overarching principles, as per the Model Law, are equal treatment of parties and right to be heard (article 18 of the ICA Law). To the rest, parties to arbitration may agree on applicable procedural rules. In the absence of parties' agreement, an arbitral tribunal may conduct the arbitration in such manner as it considers appropriate (article 19(2) of the ICA Law).

28. **Refusal to participate**

What is the applicable law (and prevailing practice) where a respondent fails to participate in an arbitration?

Failure to participate does not prevent an arbitral tribunal from entertaining a claim and delivering an award on the evidence presented before a tribunal. Therefore, default awards are enforceable in Russia. It is of paramount importance to ensure that a respondent received notice of the proceedings in a sufficient and timely manner. Non-service on a respondent is a frequent ground for non-enforcement of default awards in Russia.

29. **Admissible evidence**

What types of evidence are usually admitted, and how is evidence usually taken? Will the IBA Rules on the Taking of Evidence in International Commercial Arbitration generally be taken into account?

Documents, witness and expert statements generally used in international commercial arbitration are the most common evidence in Russia. Basically, other types of evidence are also admitted.

Parties to arbitration may agree on application of the IBA Rules on the Taking of Evidence in International Commercial Arbitration or other "soft law".

Arbitral awards based on fabricated documents are not enforceable in Russia as contrary to public policy (Information Letter of the Presidium of the Supreme Commercial Court of the Russian Federation of 22 December 2005 No. 96).

30. **Court assistance**

Will the courts in your jurisdiction play any role in the obtaining of evidence?

Pursuant to article 27 of the ICA Law and articles 72–74 of APK, Russian commercial courts may order a third party to produce evidence under motion of judicial aid by a party to arbitration or of an arbitral tribunal. There are few cases where Russian commercial courts have considered such motions. It is very unlikely that domestic courts will secure the attendance of witnesses.

31. **Document production**

What is the relevant law and prevailing practice relating to document production in international arbitration in your jurisdiction?

Document production is not envisaged as a separate stage of arbitration in the ICA Law. Depending on the complexity of a case and other associated circumstances, parties to arbitration or an arbitral tribunal may stipulate this stage as a part of arbitration process.

Redfren schedules are frequently used in the course of document production. If a party fails to comply with an order for document production, a tribunal may draw adverse inferences against that party.

32. **Hearings**

Is it mandatory to have a final hearing on the merits?

It is standard practice, although a final hearing on the merits is not mandatory unless parties to arbitration agreed otherwise. In the absence of such agreement, an arbitral tribunal must hold a hearing if so requested by a party.

33. **Seat or place of arbitration**

If your jurisdiction is selected as the seat of arbitration, may hearings and procedural meetings be conducted elsewhere?

The ICA Law does not ban the holding of hearings in a place other than the juridical seat of arbitration. The seat must be named as such in an award.

Award

34. **Majority decisions**

Can the tribunal decide by majority?

The majority rule applies where there is more than one arbitrator. The ICA Law does not specify the voting procedure. Neither does it stipulate that in the case of diverging opinions the chairperson shall rule alone.

However, ICAC Rules stipulate that if an award cannot be made by a majority vote, it shall be made by the presiding arbitrator (article 38(2)).

35. **Limitations to awards and relief**

Are there any particular types of remedies or relief that an arbitral tribunal may not grant?

If Russian law governs the substance of a dispute, there are no specific restrictions on remedies or relief that can be granted. Among others, orders for specific performance, declaratory and monetary awards are eligible in Russia.

36. **Dissenting arbitrators**

Are dissenting opinions permitted under the law of your jurisdiction? If so, are they common in practice?

The ICA Law is silent on this matter. The ICAC Rules allow such opinions (article 38(2)). Dissenting opinions are quite rare. In practice, arbitrators endeavour to reach unanimous awards.

37. **Formalities**

What, if any, are the legal and formal requirements for a valid and enforceable award?

Primarily, an award shall be made within the jurisdiction of a tribunal as it is set up in an arbitration clause.

An award shall contain arguments behind decisions made by a tribunal, including on the allocation of costs. It shall state the date and the seat of arbitration along with clear conclusions about whether claims have been granted or dismissed. Unreasoned awards are not enforceable in Russia.

In case all panel members do not sign an award, the award shall contain the reasons for this.

38. **Time frames**

What time limits, if any, should parties be aware of in respect of an award? In particular, do any time limits govern the interpretation and correction of an award?

International arbitrations seated in Russia are not limited in time in rendering awards. It usually takes up to six months to deliver an award from the date of the hearing or the date of the final submission. The ICAC Rules (article 24) prescribe that the ICAC shall take measures to secure completion of the arbitral proceedings in a case within 180 days after the date of composition of the arbitral tribunal. This period is often extended by the ICAC Presidium.

Any party may refer to a tribunal for the purpose of rectifying errors or typographical mistakes in an award within 30 days from its receipt unless another time scale is agreed. If such a request is justifiable, a tribunal shall correct an award within 30 days. A tribunal may correct an award likewise on its own.

Power of award’s interpretation may be vested in a tribunal under an agreement of parties. A tribunal shall give an interpretation within 30 days from the request.

Unless parties agreed to the contrary, a tribunal may render an additional award on the request of a party to be lodged within 30 days from an award’s receipt. Subject to this, within 60 days from the request, a tribunal shall render an additional award regarding the claims left unconsidered in the course of main proceedings.

The above time periods for correction, interpretation and delivery of an additional award may be extended by a tribunal.

Costs and interest

39. **Costs**

Are parties able to recover fees paid and costs incurred? Does the “loser pays” rule generally apply in your jurisdiction?

Parties are able to recover fees paid and costs incurred. It is for the tribunal to rule on these issues in an award. A losing party is usually ordered to pay reasonable fees and costs of a winning party.

40. **Interest on the award**

Can interest be included on the principal claim and costs? Is there any mandatory or customary rate?

The ICA Law does not address this issue. Parties can specify interest in their agreement and an award will be enforceable in this respective part (case No. A40-120756/2009 *Arktur v General Motors Uzbekistan*).

The new article 308.3 of the Civil Code (effective from 1 June 2015) stipulates that upon a party's request, a court may order payment of an amount calculated under principles of justice, proportionality and prohibition of abuse of rights. This article applies only if specific performance is claimed. The same regulation will likely be applicable to arbitration should Russian law governs the substance of the case.

Challenging awards

41. **Grounds for appeal**

Are there any grounds on which an award may be appealed before the courts of your jurisdiction?

No, Russian courts are not empowered to hear appeals from awards. Rather, they can set aside awards in a limited number of cases. Awards are immune from judicial review on the merits or on the point of Russian law that applied to the substance of the dispute.

42. **Other grounds for challenge**

Are there any other bases on which an award may be challenged, and if so what?

An open-ended list of grounds for challenge is provided in article 34 of the ICA Law. That list repeats the same grounds as they are specified in article V of the New York Convention.

Case law demonstrates that the public policy category has been construed narrowly and relevant challenges are more often rejected than accepted.

43. **Modifying an award**

Is it open to the parties to exclude by agreement any right of appeal or other recourse that the law of your jurisdiction may provide?

Unlike the DCA Law, the ICA Law does not expressly state that parties may waive their right to bring an action to set aside an award. However, the prevailing case law demonstrates that Russian commercial courts apply that rule of domestic arbitration to international arbitration cases (case No. A40-124997/2012 *TransTelecom v Vega Engineering*). Therefore, if an international arbitration agreement envisages that an award is final, an application to set aside will most likely be dismissed.

At the same time, if a party invokes arguments of public policy, a domestic court must nevertheless consider them (case No. A58-7656/2009 Interim Receiver for *SAGO-Gaz v ILIN-Spetstekhnika*, case No. A40-119140/2013 *Leader v State Hospital* No. 15). In case an award is declared repugnant to public policy, the consequence of this is annulment of an award. Otherwise, such an application will be dismissed without prejudice. An award's debtor is not prohibited from raising the same public policy arguments in an enforcement action and that new court shall consider them de novo. However, there is no consistent and steady practice on this issue.

Enforcement in your jurisdiction

44. **Enforcement of set-aside awards**

Will an award that has been set aside by the courts in the seat of arbitration be enforced in your jurisdiction?

It is for the domestic court to decide whether an annulled award should be enforced in Russia. Normally, Russian courts refuse enforcement of annulled arbitral awards.

It should be kept in mind that article IX of the European Convention on International Commercial Arbitration 1961 narrows the cases when annulment of an award at the place of arbitration can lead to its non-enforcement in Russia.

45. **Trends**

What trends, if any, are suggested by recent enforcement decisions? What is the prevailing approach of the courts in this regard?

Russian courts favour international arbitration. In the majority of cases, domestic courts enforce arbitration awards. Statistics on this have been pretty steady during recent years. However, it appears that in comparison with 2013, the number of cases enforced decreased substantially in 2014.

46. **State immunity**

To what extent might a state or state entity successfully raise a defence of state or sovereign immunity at the enforcement stage?

On November 3, 2015, the President of the Russian Federation signed federal law No. 297-FZ on Jurisdictional immunities of foreign States and property of foreign States in the Russian Federation (the Law on Sovereign Immunities). The Law on Sovereign Immunities will take effect from January 1, 2016 (article 18).

By passing that Law, Russia has endorsed the restrictive theory of sovereign immunity entirely, and ruled out the dichotomy which exists between the Civil Procedural Code and APK. If the former envisages an archaic absolutist approach, the latter sticks to the restrictive theory in terms of jurisdiction and interim measures, but not execution.

The Law on Sovereign Immunities resembles the provisions of the UN Convention on Jurisdictional Immunities of States and their property of 2004 (article 2.21), which was signed by Russia in 2006, but not yet ratified. Unlike the US judiciary, in assessing state activity as*jure gestionis* (commercial), Russian courts shall determine both nature and purpose (article 7(4) of the Law on Sovereign Immunities).

Notably, what differentiates the Law on Sovereign Immunities from the UN Convention and similar acts of other states, is Article 4. It stipulates that Russian courts are vested with power to lower the level of foreign state protection based on reciprocity rule. An authorized body of the Russian Federation is empowered to issue opinions on the matter if Russia enjoys the same level of immunity in a respective foreign state as provided by the Law.

Further considerations

47. **Confidentiality**

To what extent are arbitral proceedings in your jurisdiction confidential?

The ICA Law does not provide for confidentiality rule. Typically, arbitration agreements and applicable institutional rules stipulate that arbitration and awards shall not be public.

48. **Evidence and pleadings**

What is the position relating to evidence produced and pleadings filed in the arbitration? Are these confidential? Is there any way that they might be relied on in other proceedings (whether arbitral or court proceedings)?

The ICA Law is silent on this matter. Typically, confidentiality of arbitration covers submissions with evidence in the course of arbitration. However, there is no consistent practice regarding this issue.

49. **Ethical codes**

What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your jurisdiction?

There are no ethical codes or other professional standards in Russia that apply specifically to counsel or arbitrators. However, lawyers who are admitted to advocates' chambers (bars) shall abide by the rules of the Law on Advocates Activity and Advocates and the Code of Professional Advocate Ethics. Still, lawyers who are not admitted to advocates' chambers (bars) are not prohibited from counselling or arbitrating in Russia.

50. **Procedural expectations**

Are there any particular procedural expectations or assumptions of which counsel or arbitrators participating in an international arbitration with its seat in your jurisdiction should be aware?

Extensive production of documents and broad use of witness statements should not be expected in Russia, which is a civil-law country.

Nowadays much attention is being paid to arbitration, in particular to domestic arbitration, as a new bill on domestic arbitration is on the parliamentary docket. Primarily, this bill, which was drafted under the auspices of the Russian Ministry of Justice, is called to bring more certainty and regulations to the world of domestic arbitration where many “pocket” institutions are present. Russian legal society highlights the necessity of striking a balance between a regulatory framework and the continued attractiveness of arbitration as an alternative to the state courts system.

http://globalarbitrationreview.com/know-how/topics/61/jurisdictions/26/russia/