



# Arbitration Court of International Justice

Official Body of the UN level IGO Ignita Veritas University  
Internationally Licensed Court of Law of the Independent Judiciary  
Collaboration with UN & EU Accredited NGO & IGO Institutions  
Statutory Authority & Universal Jurisdiction by UN International Laws

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## Binding Arbitration Rules of Court (BARC)

Enacted 2014, Amended June 2016

### Preamble

The Arbitration Court of International Justice (ACIJ) is a traditional yet next-generation Court of Law, operated by the independent Judiciary profession. This gives it a unique and distinctive character, embodying positive humanitarian values, and providing innovative practical solutions to modern challenges, to restore public confidence in the principles of Justice and the Rule of Law.

The Arbitration Court (ACIJ) is dedicated to promoting access to Justice, as one of the most fundamental human rights in customary international law, including: The UN Right to a Remedy for Violations of Human Rights Law mandating "fair and equal access to justice" (Articles 2(b), 3(c), 11(a), 12); The UN Declaration of Basic Principles of Justice, mandating "access to justice" (Article 4) through "informal procedures" (Article 5) specifically "including arbitration" (Article 7), to "minimize inconvenience", "protect from intimidation" and "avoid unnecessary delay" (Article 6).

The most prevalent issue affecting true and meaningful access to Justice, is the practical matter of the costs of litigation. The true cost of litigation in State Courts go far beyond the mere filing fees. The many technicalities of State Courts generally require hiring lawyers or law firms, without which a party cannot expect any fair process nor favorable results. The real costs of world-class Judiciary Arbitration are significantly less than the customary legal costs for litigation in State Courts. The present Rules of Court eliminate the need for unnecessary legal costs, and provide process by correspondence to also eliminate all travel costs.

Under the UN Convention on Recognition and Enforcement of Foreign Arbitral Awards, a State Court is prevented from adjudicating any contract which contains a Binding Arbitration Clause, and is obligated to refer the parties to the Arbitration Court (Article 2.3). Arbitration thus protects the parties from unexpected (and often unlimited) legal costs from litigation in State Courts, serving as a form of “insurance policy” against burdensome costs. State Courts are also required to provide automatic fast-track enforcement of international Arbitral Awards, without any further hearing (Article 3). Arbitration thus further prevents any additional costs beyond a small filing fee to register the Arbitral Award judgment with the relevant State Court for mandatory enforcement.

Under the UN Convention on the Law of Treaties, these benefits of the protections of Arbitration are binding upon all States as conventional international law (Article 38).

As a modern trend, State Courts increasingly driven by political agendas, and private arbitration tribunals increasingly relaxing discipline for economy, often issue cursory judgments which do not explain their reasoning. This degenerative practice conceals many errors of fact, law or logic from scrutiny, making rulings appear subjective and superficial. In Arbitration, repairing and resuming commercial relations often depends upon the parties having confidence in the fairness and accuracy of a Court disposition of a dispute, allowing them to “forgive and forget”, and return to joint productivity of mutual benefit. The present Rules of Court restore and firmly apply the time-tested solution to this compelling need:

The most essential role and fundamental obligation of a Court of Law, without which it cannot be properly called a Court of Law, is the strict scholarly discipline of applying the law to the facts as established by the evidence, and issuing a written judicial opinion transparently documenting those bases for each and every judgment. This doctrine is enshrined in the present Rules, making ACIJ a traditional Court of classical jurisprudence, thereby upholding the integrity of the independent Judiciary, and restoring public confidence in the principles of true Justice.

As an official inter-governmental Court of Law, ACIJ is not limited to the typical monetary awards of a private arbitration tribunal as mere “alternative dispute resolution”, but can apply the full range of judicial and enforcement remedies, with real-world practical applications, for meaningful resolution of all aspects of any case in dispute. The present Rules of Court thus make effective use of such enhanced means of intervention, for escalated measures of enforcement, in ways which are normally reserved to State Courts.

Another modern trend is that State Courts generally, and most arbitration tribunals, simply do not consider nor address the diverse methods by which parties increasingly abuse the judicial process, or otherwise circumvent or undermine due process of law. Whether the counter-party to a contract dispute is a major multinational backed by industry and political interest groups, or a small private company relying upon unfair advantages through disregard for law and rights, honest parties are often wrongfully placed at a disadvantage.

Resolving such issues of widespread popular concern, the Arbitration Court (ACIJ) is designed to strictly uphold the traditional practices of objective, balanced and comprehensive intervention, by the profession of the independent Judiciary. It is wholly dedicated to the principle that the convenience, economy, protections and enforcement of the Court must fully and equally benefit all parties. The present Rules thus ensure that the Court will “level the playing field”, counterbalancing any unfair advantages, and compensating for any unfair disadvantages, while prohibiting any unethical abuses.

The present Rules are written for plain-language understanding, to accommodate diversity of international parties for whom English may be a second language, and to avoid the need for seeking legal services only to make use of the procedures.

The Rules are also designed to be simplified and streamlined, actually addressing more issues and providing more benefits than the statutory procedure rules of other arbitration tribunals, within only 25% of the normal page count of such rules.

Therefore, the Arbitration Court of International Justice (ACIJ) (hereinafter “Court”) has duly established the present Binding Arbitration Rules of Court (BARC), which govern all legal proceedings for adjudication of binding commercial arbitration within the jurisdiction of the Court.

## Article 1 – Submitting Arbitration Cases to the Court

1. Parties to all contracts of a commercial or non-profit transactional nature, who choose to benefit from the convenience, economy, protections and enforcement of the Arbitration Court of International Justice (ACIJ), can do so by any of the following methods:

(A) Including a Binding Arbitration Clause – When negotiating and signing all new contracts, the parties can include a standard Binding Arbitration Clause referring any claims to ACIJ, using the following recommended text:

“Binding Arbitration Clause – The parties hereby expressly agree that any and all disputed or contested matters existing or arising in the legal relationship between the parties involving a commercial or transactional aspect shall be exclusively submitted to and fully resolved solely by mandatory Binding Arbitration, adjudicated by the independent non-profit Arbitration Court of International Justice (ACIJ) of international jurisdiction, in accordance with its arbitral rules and procedures. Arbitration shall apply universal principles of jurisprudence in common law and equity which do not contradict relevant domestic laws or regulations, under the terms of contractual agreements in evidence. Process shall be conducted by correspondence for the convenience and economy of the parties. Disputes may be submitted to ACIJ by email or through its authorized website.”

(B) Exercising a “Right of Appointment” Clause – If the relevant contract already contains a Binding Arbitration Clause granting one party the right to appoint an arbitrator, then that party can submit the case by unilaterally signing a short-form “Act of Appointment of Arbitrator” referring the matter to ACIJ.

(C) Applying a “Mutual Selection” Clause – If the relevant contract already contains a Binding Arbitration Clause which provides for the parties to jointly select an arbitrator by mutual agreement, then they can submit the case by co-signing a short-form “Joint Protocol of Selection of Arbitrator” referring the matter to ACIJ.

(D) Executing a Contract Amendment – If the relevant contract does not contain any existing “arbitration clause” naming ACIJ, nor any “right of appointment” or “mutual selection” clause, then the parties can submit the case by executing a short-form “Joint Act of Amendment” of the contract referring all claims to ACIJ, using the standard Binding Arbitration Clause (above).

(E) Executing an Arbitration Agreement – If the matter in dispute is not governed by any formal written contract, but arises from a common law “constructive contract” (i.e. constructed from various correspondence), then the parties can submit the case by executing a short-form “Binding Arbitration Agreement” identifying the subject matter, and referring all claims to ACIJ, using the standard Binding Arbitration Clause (above).

(F) Regulatory “Binding Arbitration Condition” – A public or private licensing agency or certification body, in connection with regulating its Members, can include a standard “Binding Arbitration Condition” in its authorizing statutes or terms and conditions of membership, thereby establishing consent of all regulated Members to refer any claims to ACIJ, using the following recommended text:

“All Member institutions and individuals of [Organization], as a condition of receiving any license or certification issued by [Organization], thereby agree and give consent that any and all contested matters, existing or arising in such Member’s legal relations with its clients, other Members of [Organization] or with the general public, shall be exclusively submitted to and fully resolved solely by mandatory Binding Arbitration, adjudicated by the independent non-profit Arbitration Court of International Justice (ACIJ) of international jurisdiction, in accordance with its arbitral rules and procedures.”

(G) Unilateral Petition for Declaration of Rights – Where a Claimant seeks only a Declaratory Judgment of Rights, not implicating nor directly affecting any particular counter-party, the Claimant may file a unilateral petition not involving any Respondent, specifying the legal facts or issues of law relating to its own legal status or rights to be determined by judicial declaration. For a unilateral petition for a limited Declaratory Judgment of Rights, no contract or enabling clause is needed, and the matter of law may be submitted based upon the Claimant’s unilateral consent.

2. Rules of Court Automatically Binding – Any act of submitting a case to or otherwise dealing with the Court, by any means in any manner, inherently necessarily and automatically constitutes full and binding acceptance of, accession to, and agreement with the present Rules of Court. The Rules of Court thus constitute the exclusive terms which conclusively establish and solely govern the relationship between each party and the Court.

## Article 2 – Jurisdictional Authority of the Court

1. Personal Jurisdiction – The Arbitration Court of International Justice (ACIJ) has personal jurisdiction over all physical persons and legal entities (i.e. legal persons) who voluntarily consent to binding arbitration, by means of any manifest acceptance of any form of agreement containing an enabling Binding Arbitration Clause, which refers a matter or grants one or more parties the right to assign the matter to the Court.

2. Third Party Consent Jurisdiction – In complex cases involving multilateral relations, a Claimant may seek an “Interpleader” action to include additional third-party Respondents, and a Respondent may seek a “Class Action” process to consolidate additional or multiple third-party Claimants. In such cases, the third parties may be encouraged to voluntarily sign a short-form “Arbitration Participation Agreement” consenting to Personal Jurisdiction to join the case in the Court, on the grounds that it avoids substantial legal costs, travel costs or restrictions, and other burdens that such third parties would incur if involved in a State Court litigation process.

3. Regulatory Jurisdiction – A regulatory or standards agency of public or private authority, being a governmental or sovereign licensing body, or being a professional or industry certification body, may require subject institutions or individuals within its authority to give consent to jurisdiction of the ACIJ, for matters arising from the subject’s relations with clients or with the general public, as a statutory or contractual condition of receiving a license or certification.

In the event that such regulated subject has not included in its contracts a Binding Arbitration Clause referring matters to the Court, any of its clients or counter-parties who wishes to benefit from ACIJ arbitration and enforcement may submit their claim to the Court. In such cases, the Court shall apply the relevant statutory or contractual licensing condition, as published or provided by the regulatory agency, or as submitted by the Claimant, as evidence of the subject’s accession to such condition as an enabling Binding Arbitration Clause.

4. Subject Matter Jurisdiction – The Court may assert additional Subject Matter Jurisdiction over all parties who are otherwise subject to any form of Personal Jurisdiction or Regulatory Jurisdiction of the Court, in connection with any and all disputed or contested matters existing or arising in the legal relationship between the parties involving a commercial or transactional aspect.

Subject Matter Jurisdiction may be established on the basis of any applicable laws, government or professional regulations, “code of conduct” rules of professional or industry associations, signed contracts or common law “constructive contract” agreements, which govern or affect the legal relations between the parties in connection with the primary relationship which was originally submitted to the jurisdiction of the Court.

Accordingly, the scope of the subject matter of an arbitration proceeding may include any causative, incidental or derivative matters which are contributory to, interrelated with or affected by the primary subject matter of the case submitted to the Court.

5. Legal Standing for Jurisdiction – The Court will only assert jurisdiction if the Claimant has “legal standing” to bring a claim on a cause of action, on the basis of being a legitimate party to the contract, or third-party beneficiary identified by such contract, which is the underlying subject matter of the claim. In the event that the Claimant is a legal entity, then the person filing the claim as the principal participant in proceedings must provide confirmation of legal authority to represent the Claimant organization.

6. International Jurisdiction – The Arbitration Court of International Justice (ACIJ), as an autonomous subdivision of the Sovereign Court of International Justice (SCIJ), possesses statutory authorities rooted in customary and conventional international law, as an official body of the independent Judiciary. As a result, the jurisdiction of the Court inherently covers all territories, foreign and domestic, international and national, worldwide, wherever the parties or their respective legal entities may be either permanently or temporarily located, whether by headquarters or by any significant level of activities or operations.

For the limited purpose of any State Courts which may require to identify one particular “issuing territory” for enforcement of the Court’s judgments as “foreign arbitral awards” under international law, such rulings and orders of the Court shall be deemed issued from the jurisdiction of Switzerland.

## Article 3 – Arbitral Judgments & Remedial Measures

1. Governing Contract Law – The contractual agreements between the parties shall be generally governed and interpreted by application of universal principles of jurisprudence, in common law and equity, which do not contradict relevant domestic laws or regulations. The Court may apply the national commerce laws, uniform codes and model laws of the United States, including the Uniform Commercial Code (UCC), as the general body of contract law, best reflecting the fundamental principles of common law as customary international law, having the most in common with the majority of jurisdictions which are traditional centers of multinational commerce and finance, and their texts being readily and openly available on the Internet free of cost to all parties.

2. Basis of Arbitral Judgments – All judgments establishing Arbitral Awards issued by the Court must be based upon the logical, objective, methodical and direct application of relevant rules of law to the verifiable facts of each case as established by the evidence.

3. Written Opinion of Judgment – In all cases, the Court must issue a proper and traditional judgment, consisting of a written judicial opinion, declaring the conclusions of fact-finding, with reference to the determinative evidence, and explaining the basis and reasoning for the end result of the judgment.

4. Authorized Types of Judgments – The Court reserves and asserts the statutory and customary authority to issue judgments consisting of or including one or more of the following judicial and enforcement remedies:

Dispositional Arbitral Award; Compensatory Damages Award; Punitive Moral Damages Award; Judgment on Counter-claims; Declaratory Judgment of Rights; Declaratory Judgment of Culpability; Injunction or Restrictive Order; Order of Specific Performance; Order of Rectification or Reparation; Contempt of Process Order; Contempt of Process Penalties; Default Judgment for Obstruction.

5. Flexibility of Judicial Remedies – The Court reserves and asserts the statutory and customary authority to determine and issue, upon its own initiative, at its sole and independent discretion, any combination of judicial and enforcement remedies among the various customary types of judgments. Accordingly, the Court may apply any form of judicial or enforcement remedy, regardless of whether or not such measure was requested in any filed pleading by one of the parties.



5. Judgment on an Uncontested Case – In the event that the Respondent answers the Notice of Complaint with any statement indicating that the case is uncontested, then the matter may be treated as an Uncontested Case. However, any such statement by Respondent shall not be construed as consent to any supposed pre-determined result of the judgment, and shall not create any obligation of the Court to adopt the desired result as requested by the Claimant. Rather, such consent to an Uncontested Case shall be interpreted as the Respondent waiving its rights to active participation in the proceeding, deferring to the objective and impartial analysis, reasoning and conclusions to be determined by the Court at its sole and independent discretion.

Accordingly, in an Uncontested Case, the Court does not issue a “default judgment”, but rather will proceed to apply the law to the facts and evidence as presented by the Claimant, to ensure that the resulting Arbitral Award reflects a sound legal basis, with the result as dictated by the rule of law, supporting its enforceability.

6. Judgment on a Declaration of Rights – In cases where the Claimant seeks only a Declaratory Judgment of Rights, limited to the Court establishing and declaring judicial notice of legal facts, or a judicial determination of the legal status and legal rights of the Claimant under applicable law, where such determination does not directly affect the rights of, nor impose specific liabilities or obligations upon, nor compel any particular actions by any counter-party, thus not identifying nor implicating any particular Respondent, then the Court may proceed with a unilateral petition without any Respondent. In such cases, the matter shall be treated as an Uncontested Case, as no particular counter-party has legal standing to contest the claim.

## Article 4 – Enforceability of Binding Arbitration Awards

1. International Enforcement Mechanism – Assigning contracts or submitting cases to the Arbitration Court of International Justice (ACIJ) triggers international law for jurisdictional authority of the Court, making the resulting Arbitral Awards universally enforceable, through priority fast-track enforcement measures in all countries, as follows:

International cross-border enforcement of ACIJ Arbitral Awards is primarily established under the United Nations (UN) Convention on Recognition and Enforcement of Foreign Arbitral Awards. States are required to recognize international “foreign arbitral awards” as binding, and to automatically accept and enforce them with collection and other measures, in the same manner as judgments of a State Court, without any further hearing (Article 3). Under the UN Convention on the Law of Treaties, this enforcement mechanism is binding on all States as conventional international law (Article 38).

2. Upholding Enforcement by States – In the event that a prevailing party encounters resistance to enforcement of an Arbitral Award of the Court by State authorities, that party can petition the higher Sovereign Court of International Justice (SCIJ), for intervention by its Chamber of Compliance Judges as the dedicated international enforcement division holding all States to the Rule of Law.

3. Enforcement Order Process – At any time after the Final Arbitral Award is issued, the Court, upon its own initiative or by request of a party seeking enforcement, may issue an additional Enforcement Order with a supplemental Arbitral Award for any new damages arising from violation of the original Arbitral Award judgment or any of the related Binding Arbitration Rules of Court (BARC). Requests for an Enforcement Order by a party may be submitted by email to the Court. The Court may describe the substance of the request to the counter-party by email, which shall constitute effective and official “Notice of Enforcement”. No filing fees or costs shall be required nor accepted for an Enforcement Order. In connection with any non-compliance with an Enforcement Order, the Court may issue an additional or amended Arbitral Award judgment, which may include any of the authorized judgment remedies for any violation of the original Arbitral Award or any of the present Rules.

4. Upholding Enforcement Orders – In the event that a prevailing party encounters resistance by non-compliance with an Enforcement Order of the Court by a counterparty, the Court may refer the matter to the higher Sovereign Court of International Justice (SCIJ) for further intervention and elevated measures of enforcement. Such event shall also trigger automatic escalation of the case for criminal law investigation and prosecution of any and all violations of international law, including on Judiciary authorities and human rights, involving treble damages and other punitive fines and penalties, as well as other criminal liabilities.

## Article 5 – Confidentiality of Filings & Proceedings

1. Privacy by Non-Public Process of Law – Binding arbitration protects confidentiality of all parties through privacy, preventing and bypassing State Court filings, which would become “public record” searchable by journalists and due diligence services. Under the UN Convention on Recognition and Enforcement of Foreign Arbitral Awards, a State Court is prevented from accepting any matter which has been contractually committed to binding arbitration, and is obligated to refer the parties to the appointed Arbitration Court (Article 2.3). Under the UN Convention on the Law of Treaties, this rule is binding on all States as conventional international law (Article 38).

2. Confidentiality by Judiciary Secrecy – Under the UN Basic Principles on Independence of the Judiciary, all officers of the Court are bound by professional secrecy of confidential information in all proceedings, protected by international law (Article 15).

3. Confidentiality by Attorney Privilege – The Court may use independent contracting law firms and lawyers, as arbitrators or supporting experts, who are bound by attorney-client privilege of confidentiality, with the Court in the role of the client. Under the UN Basic Principles on the Role of Lawyers, all communications and consultations within the scope of relations between a lawyer and client are strictly confidential, protected by international law (Article 22). All subcontracting lawyers as adjunct Officers of the Court are regulated by the Code of Conduct for European Lawyers (2006) of the Council of Bars and Law Societies of Europe (Brussels, Belgium).

4. Standing Statutory Confidentiality Order – The Court categorically prohibits any aspect of an arbitration proceeding to be abused or leveraged for any unlawful purposes which are analogous to:

(A) Retaliation by a Respondent financial institution, causing a Claimant to be “blacklisted” by banking institutions on internationally shared “caution lists” on the grounds of “reputational risk”, as a result Respondent “reporting” the Claimant as having filed a case against a financial institution; or

(B) Retaliation by a Respondent commercial department or affiliate of a State agency, causing a Claimant to be subjected to “legal harassment” by related State agencies, as a result of Respondent “reporting” the Claimant as having filed a case against a State organization or government contractor; or

(C) Sabotage by a Claimant causing a Respondent to be subjected to defamation and other “reputational risk” damages, which would interfere with the operations or revenues of Respondent, thereby undermining its ability to pay an Arbitration Award to compensate the Claimant, and potentially creating additional innocent third-party Claimants harmed by the sabotage resulting from such defamation.

On the basis of compelling reasons for this necessary prohibition, as essential to uphold fundamental principles of Justice and the protection of basic rights, the Court enacts the present standing statutory Restrictive Order mandating confidentiality (i.e. universal “gag order”), as follows:

The fact of existence and the nature of any claim, filing, or arbitration process with the Court shall be held strictly confidential by all parties to the proceeding, who are prohibited from any unauthorized disclosure to any third parties without a dispensation issued by the Arbitrator assigned to the case. Any violation of this mandate shall be subject to Contempt of Process Penalties as a Punitive Moral Damages Award, upon the initiative and at the discretion of the Court.

5. Exceptions to Confidentiality – The only exceptions to confidentiality are in connection with the authorized judgment remedy of a Declaratory Judgment of Culpability. In the event that such measure is determined by the Court to be an effective remedy (or remedial component among other remedies), this is presumed to be only a Private Declaration, unless explicitly specified in the Arbitral Award to be a Public Declaration of culpability. In connection with this remedy, the exceptions to confidentiality are as follows:

(A) Private Declaration – In the case of a Private Declaration, the prevailing party is permitted to show the Declaration only to its own investors, shareholders, grant sources, institutional sponsors, founders, executives, employees and staff, and to third-party contractors or participants in the party’s operations who must be directly involved with and exposed to the subject matter of the Arbitration Award which is remedied in whole or in part by the Declaratory Judgment.

(B) Public Declaration – In the case of a Public Declaration, the prevailing party is permitted to show the Declaration to any and all third parties, including in general networking and relations correspondence, with the restriction that it shall not be published on the Internet, neither by prevailing party nor by any affiliated third-party recipients of the disclosure.

(C) Reportable Declaration – For either a Private Declaration or a Public Declaration, the Court may determine and specify whether it is additionally a Reportable Declaration. In the case of a Reportable Declaration, the prevailing party is also permitted to show and formally submit the Declaration to authorized credit reporting agencies or similar institutional or regulatory authorities, for the purposes of an additional enforcement measure and for supplemental public protection.

(D) Punitive Declaration – For a Reportable Declaration, the Court may determine and specify whether it is additionally a Punitive Declaration. In the case of a Punitive Declaration, the prevailing party is permitted to display or publish the Declaration on the Internet to the general public. The Court may also publish a Punitive Declaration on the Internet on its own official website or that of an official institutional affiliate, at its sole discretion, if deemed necessary in the interests of Justice and for public protection.

(E) Form & Use of Declaration – For all types of Declaratory Judgment of Culpability, the Court shall issue a separate written statement of Declaration, in addition to the Arbitral Award. The prevailing party, for any permitted disclosures under an exception, shall show only the authentic text of the Declaration as officially issued, without any expansion or modification. Neither the prevailing party nor any affiliated third-party recipients of the disclosure shall make any new, supplemental or alternative statement or description of culpability, other than from the official Declaration as carefully worded and issued by the Court to be compliant with all applicable laws in the best interests and protection of all innocent third parties who could otherwise be adversely affected.

(F) Publication of Full Judgment – In cases of aggravated culpability or to uphold the integrity of the Judiciary, the Court may authorize the prevailing party to publish, or may itself officially publish, the full Judgment for a case to the general public including on the Internet, if deemed necessary in the interests of Justice and for public protection.

## Article 6 – Process by Correspondence for Accessibility

1. Process by Remote Correspondence – The policy and principle of the Arbitration Court of International Justice (ACIJ) is to protect all parties against unnecessary expenses and losses from travel costs, or missed business opportunities from travel restrictions, which arise from required presence to attend a physical location of a Court of Law. All stages of the arbitration proceedings shall be conducted solely by correspondence, by means of electronic mail (email), telephone conferences, and internet videoconferences.

2. Separate Communications Authorized – As a practical necessity of international process by correspondence, to accommodate different working hours across multiple time zones, and for expedience to facilitate availability and avoid delays in process, Arbitrators are authorized to make ex-parte communications with each party separately, without requirement for simultaneous participation of other parties, provided that all parties receive a full and fair hearing and opportunity to give input on all issues of the matter adjudicated.

## Article 7 – Abuses of Legal Representation Excluded

1. Lawyers Not Needed and Discouraged – Legal representation by a lawyer is a right, which is not to be abused to impose obligations or burdens on any counter-party. In the Arbitration Court of International Justice (ACIJ), no lawyers are required, and lawyers are generally discouraged as a matter of policy. The present Rules unequivocally protect all smaller or disadvantaged parties against facing any form of intimidation, overburdening of process by a “legal team”, or any need to compete with burdensome costs of legal retainers and billable hours, from a larger institutional or multinational counter-party.

2. Limited Role of Attorney of Record – Any party who wishes to exercise the right to be represented by legal counsel shall assign only one individual lawyer to be the participant in proceedings, as the attorney of record. Such lawyer shall serve as the contact and participant for the proceedings, in place of the principal party. Otherwise, that lawyer’s role is limited to submitting one single pleading document (Complaint or Petition for the Claimant, or Response for the Respondent) to be signed and submitted by the principal party.

3. Exclusion of all Legal Costs – Any and all “legal costs” for arbitration are the sole and exclusive responsibility of the party who voluntarily chooses to incur such costs, which cannot be imposed upon any other party for any reason, because no such costs are required nor needed, and are discouraged as a matter of policy. The award of any costs to a prevailing party is strictly limited to the official Court costs of the actual arbitration process as established under the present Rules, and any real damages of costs involved in the merits of the case. The award of any legal costs pertaining to the arbitration process, related to any in-house legal counsel or any third-party law firms or lawyers, is categorically excluded, and shall not be a part of any Arbitral Award judgment.

4. Fair & Balanced Legal Support – As a matter of policy, in the interests of Justice and to uphold the principles of access to Justice, the Court automatically provides its own in-house legal support to any parties who appear to require assistance, to counter and balance any perceived advantage of hiring lawyers despite the Court policy discouraging that practice. In the event that one party appears to have disproportionate legal support, while the other party appears disadvantaged by not reflecting indications of such legal support, the Court upon its own initiative will proactively research balancing laws and develop counter-arguments relevant to the disadvantaged party, at no extra cost. For this purpose, the Court may internally appoint an Instruction Judge as a Judge-Advocate to protect the interests of a disadvantaged party.

## Article 8 – Simplified Arbitration Process Procedures

1. Free Form Filings without Technicalities – All pleadings of claims and defenses (i.e. Complaint or Petition by a Claimant, and Response by a Respondent) may be filed as a “free form” document, without any need for technicalities or special formalities, such that no special form or format is required. To file an effective pleading, it is sufficient for the party to submit a document including the following elements and guidelines:

- (A) Indicate the type of pleading in the header;
- (B) Identify the party and counter-parties in the sub-header;
- (C) Describe the obligations breached and any rights violated;
- (D) State the remedies requested for the Arbitral Award judgment;
- (E) Clearly state the relevant facts as accurately and concisely as possible;
- (F) List and describe all available evidence which can support the pleading
- (G) All pleadings must be signed by the legal principal of the respective parties

2. Confirmation of Authority for Legal Standing – The initial pleadings of a Complaint or Petition by a Claimant, or a Response by a Respondent, should be accompanied by relevant documents establishing the identity of the principal of the legal or physical entity of the party, or otherwise confirming the authority of that principal, and of any appropriate executive or attorney of record, to represent that party which has legal standing to enter the proceedings.

3. Court Issuance of Notice of Complaint – Upon receipt of a Complaint or Petition with Filing Stage costs by the Claimant, the Court may provide any needed advice or consultation for the pleading to be sufficiently developed to be effective, before filing it as the basis for the subsequent proceedings. Upon acceptance of the final pleading for filing, the Court will forward the Claimant’s pleading to the relevant Respondent parties, as the official “Notice of Complaint” to initiate the arbitration process.

4. Effects of Failure of Response – If a Respondent fails to submit a Response in a contested case within 30 calendar days after Notice of Complaint, then the matter may be treated as an Uncontested Case.

5. Motions for Technical Judgment Excluded – Any and all motions for preliminary judgment on technical grounds (i.e. the traditional “motion to dismiss” or motion for “summary judgment”), and other such legal maneuvers by technicalities, are categorically excluded from all stages of the arbitration process, as a matter of policy. All aspects of all contested cases will be treated with complete and proper due process of law, unimpeded by any technicalities. All pleadings and the subject matter of all cases will be fully explored, will receive a full and fair hearing process, and will be fully resolved by an Arbitral Award judgment.

6. Discovery Process – During the Preliminary Stage after payment of Standard Basic Court costs, the Arbitrator assigned by the Court will initiate the Discovery Process, to collect evidence and information for all facts deemed relevant to disposition of the claim, which are in the possession of or available to each of the respective parties participating in the proceeding. The Discovery Process may also include requiring sworn interrogatories (written responses to questions) or recording sworn depositions (interviews) from the parties or third-party witnesses, collecting affidavits of sworn witness testimony, or obtaining certified expert reports, if such are deemed useful or necessary by the Arbitrator. The Arbitrator may summon any party or witness to provide additional evidence or testimony at any time during the proceedings.



7. Effects of Insufficient Discovery – In the event that any party fails to provide sufficient discovery of all existing evidence in its possession which is relevant to the case, the Court may proceed based upon the available evidence provided by other parties. If deemed necessary by the Arbitrator, the Court may also appoint an investigating Instruction Judge to supplement the discovery file with any other evidence which can be obtained independently, and may issue a determination of Adjusted Costs for all related expenses for that purpose.

8. Hearing Process – The Arbitrator shall conduct the Hearing Process primarily on the basis of the filed pleadings of the parties, documentary evidence, and written or recorded witness or expert testimony. Copies of party or witness depositions, witness interrogatories and affidavits, and any certified expert reports, will be provided to the parties. The parties may submit written questions for cross-examination of any witnesses and experts, in the form of an interrogatory, and such witnesses or experts shall be required to provide a written response to the interrogatory to the Court, which shall be shared with the parties. The Court may modify submitted interrogatories upon its own initiative, in the event that certain questions are deemed irrelevant or otherwise inadmissible.

The Arbitrator may decide the case based solely upon the documents, unless a formal Hearing is requested by any of the parties. The Arbitrator may arrange a final Hearing by teleconference or video conference with the parties, either jointly or separately, for each to present their closing arguments in the context of all of the foregoing documents and testimony of the proceedings.

9. Final Arbitral Award Judgment – The Arbitrator shall conduct a full and final review and legal analysis of the case, applying the law to the facts, as established by the evidence, under the terms of any subject contract or agreement between the parties. The Arbitrator shall also determine the appropriate selection or combination of authorized judiciary remedies, for the effective disposition and practical resolution of the subject matter of the case, to be included in the resulting Arbitral Award. The Arbitrator shall submit the preliminary draft award to the Court for review, finalizing and approval of the judgment, and then the Court shall issue the Final Arbitral Award judgment.

## Article 9 – Appeals Process for Amended Judgment

1. Restricted Appeals to State Courts – Generally, under the UN Convention on Recognition and Enforcement of Foreign Arbitral Awards, a State Court cannot accept an Appeal from a Final Arbitral Award, except on the basis of the arbitration process itself being contrary to the Binding Arbitration Clause of the subject contract or contrary to applicable law (Article 5.1(d)), or on the basis of the Arbitral Award being contrary to public policy under the laws of the relevant State (Article 5.2).

Such Appeal to a State Court cannot replace nor amend the Arbitral Award, and is limited to a determination of whether the State Court may “set aside” the judgment and thereby decline to enforce it in the territory of that State (Article 6). In such event, the State Court is still prevented from adjudicating the matter which has been contractually committed to binding arbitration, and remains obligated to refer the case back to the appointed Arbitration Court (Article 2.3). Under the UN Convention on the Law of Treaties, these general rules are binding on all States as conventional international law (Article 38).

2. Mechanism for Arbitration Court Appeals – To avoid unnecessary and unproductive “appeals” to State Courts, in the interests of Justice, and in support of the economy and convenience of the parties, the Arbitration Court of International Justice (ACIJ) provides an accessible mechanism for Appeals on a Final Arbitral Award, in accordance with the present Rules.

3. Petition for Alternate Enforcement Award – In the event that a State Court decides to “set aside” or otherwise decline to enforce an Arbitral Award judgment, the prevailing party may petition the Court for an Alternate Enforcement Award. In response to such petition, the Court reserves the authority to issue an Alternate Enforcement Award with modified judicial remedies tailored for the dissenting State jurisdiction.

Such alternate award shall be reasonably calculated to overcome the objections of that State Court, while preserving the spirit and intent of the original international Arbitral Award, for use and enforcement only in that State jurisdiction. In such case, the original Arbitral Award shall remain in force for all other jurisdictions.

4. Court Costs for Alternate Enforcement Award – For a Petition for Alternate Enforcement Award, the Court may process the matter upon payment of the Filing Costs alone. Generally, no further costs are required. However, for a matter originally processed as a Major Case or Complex Case, the Court may require payment of only the Standard Basic Court Costs (Article 10.3).

5. No Appeal for Originally Uncontested Case – Any form of manifest consent by a counter-party for a matter to be treated as an Uncontested Case shall constitute a waiver of the right to Appeal by that party in that case. Accordingly, no Appeal by such counter-party shall be permitted in a matter which was originally treated as an Uncontested Case.

6. Limited Grounds for Appeal of Arbitral Award – A party may file a Petition for Appeal of a Final Arbitral Award, only upon the grounds of a clearly identifiable and objective mistake or omission of a determinative fact or applicable law, which materially affected the outcome of adjudication in a significant way. For an Appeal, the scope of review shall be limited to errors for which the petitioning party had preserved its stated objection during the Hearing Process, or issues which were not known or not addressed during the proceedings (i.e. new evidence). Appellate review shall be based upon and give deference to the discovery record and case file as established by the Arbitration process. Any procedural issues or subjective findings of fact by the Arbitrator of first instance are excluded from appellate review.

7. Filing a Petition for Appeal of Arbitral Award – In the event that a party files a Petition for Appeal of a Final Arbitral Award, the Court will only process one level of Appeal, after which no further Appeals will be permitted. Any Appeals must be filed within 14 calendar days of issuance of the Arbitral Award judgment which a party seeks to correct or modify. To file an effective Petition for Appeal, it is sufficient for the party to submit a document including the following elements and guidelines:

- (A) Indicate that it is a Petition for Appeal in the header;
- (B) Identify the party and counter-parties in the sub-header;
- (C) Identify the specific points of the Award being challenged;
- (D) State the requested correction or modification of the Award;
- (E) State the basis for correction as accurately and concisely as possible;
- (F) Attach all available law or new evidence which can support the Appeal;
- (G) All Appeals must be signed by the legal principal of the petitioning parties

8. Court Issuance of Notice of Appeal – Upon receipt of a Petition of Appeal with Filing Stage costs by the Appellant, the Court may provide any needed advice or consultation for the petition to be sufficiently developed to be effective, before filing it as the basis for the subsequent Appeal. Upon acceptance of the final petition for filing, the Court will forward the Appellant's petition to the relevant counter-parties, as the official "Notice of Appeal" to initiate the Appeal process.

9. Effects of Failure of Response – If the counter-parties in a contested case fail to submit a Response in a contested Appeal within 14 calendar days after Notice of Appeal, then the appellate matter may be treated as an Uncontested Case.

10. Court Costs for Appeal of an Arbitration Award – The Court costs for an Appeal shall follow general the rules and procedures of Court costs (Rules: Article 10), modified as follows: (A) The Administration Costs and Arbitration Costs shall consist of 30% of the original respective amounts for the underlying Arbitration process; (B) The time period for payment of Court costs by a responding counter-party (Rules: Article 10.15) shall be 14 calendar days after Notice of Costs for Appeal; (C) The total time period for good faith substantial payment of all Court costs (Rules: Article 10.16) for Appeal shall be 60 calendar days, after which it shall be dismissed with prejudice, and cannot be re-filed, such that the Appeal is extinguished.

11. Appellate Review, Hearing & Award Process – After payment of the Standard Basic Court Costs, the Court shall assign a new Appellate Arbitrator, separate from the Arbitrator of first instance in the case. The Appellate Arbitrator may summon any party or witness to provide additional evidence or testimony at any time during the proceedings.

The Hearing Process shall be conducted essentially as an appellate review, primarily on the basis of the filed pleadings and evidence submitted for the Appeal. Only if requested by any of the parties or upon the initiative of the Arbitrator, a formal Hearing shall be held by teleconference or video conference with the parties, either jointly or separately, for each to present their closing arguments.

The Arbitrator shall then establish the appropriate correction, amendment or modification of the original Arbitral Award, to be included in the resulting Appellate Award, which shall be submitted to the Court for finalizing and approval, and the Court shall issue the Final Appellate Award judgment.

## Article 10 – Court Costs: Procedure and Amounts

All interactions with the Court exclusively constitute dealings with the Judiciary as an official Court of Law with powers and authorities of Justice, and are governed entirely by the present Rules of Court. The conduct of Judiciary proceedings shall not under any circumstances be reduced to mere “service” nor “product”, and shall not create any “consumer” type relationship.

The payment of Court costs shall never include nor imply any obligation of the Court to provide any particular result, and never within any particular time frame, which in practice depends upon the cooperation of the parties.

In connection with payment of Court costs, nothing shall be permitted to infringe upon the independence of the Judiciary. All payments of all types of costs solely constitute donations to the Court as a non-profit public institution of the Judiciary.

1. Filing Costs for Submitting a Claim – During the Filing Stage, each claim submitted to the Arbitration Court of International Justice (ACIJ) must be accompanied by the Filing Stage costs, consisting of (A) the Filing Fee, together with (B) the contribution to the Public Access to Justice Endowment (PAJE) Fund of the higher Sovereign Court of International Justice (SCIJ).

2. Advances of Basic Court Costs – Advances of Basic Court Costs must be paid before any substantive proceedings of adjudication can begin. During the Preliminary Stage (after registration of a filed claim), the Court shall determine any applicable Subsidized Costs, Reduced Costs or foreseeable Adjusted Costs, based on the Standard Court Costs for Arbitration. This preliminary determination establishes the amount of Advances of Basic Court Costs, which include (A) Administration Costs of the Arbitration Court Division, and (B) Arbitration Costs of Chamber of Presiding Judges. (Advances are subject to a later determination of Adjusted Costs only for complex cases.)

3. Standard Basic Court Costs for Arbitration – The following estimates represent the amounts of Standard Basic Court costs for filing and adjudication of typical commercial cases of contract disputes (in EUR):

Filing Fee for Initial Processing of the Case File	€ 1,500	Filing Stage (Standard)
Public Access to Justice Endowment (PAJE) Fund	€ 2,500	
Administration Costs of Arbitration Court Division	€ 11,000	Preliminary Stage (Basic)
Arbitration Costs of Chamber of Presiding Judges	€ 25,000	
Total Standard Costs	€ 40,000	(Estimated)

(Note: The PAJE Fund filing cost provides for every ten paid cases to cover the Arbitration Costs of one subsidized case for a disadvantaged Claimant, allowing the Court to waive the Filing Fee and Administration Costs for the subsidized case, as a form of “matching funds” sponsorship.)

4. Enhanced Court Costs for Major Cases – Cases of claims adjudicating a disputed subject matter of monetary or property assets, valued at significantly large amounts, are classified as Major Cases. Enhanced Administration and Arbitration costs apply to Major Cases, replacing the Standard Basic Court Costs, as follows:

Amount in Dispute	Administration Costs	Arbitration Costs
€10 Million EUR +	€50,000	€100,000
€100 Million EUR +	€100,000	€200,000
€1.0 Billion EUR +	€150,000	€300,000

5. All Court Costs Non-Refundable – All Court costs are applied to the actual expenses of processing cases and maintaining the operations of the Court, and all costs in practice must be expended by the Court during the Preliminary Stage or shortly after beginning the Adjudication Stage. Due to this practical reality, all Court costs are non-refundable in the event of withdrawal of any case by the Claimant or by reason of mutual settlement and withdrawal by the parties.

6. Arbitration Costs Exclusive to Court – All fees and costs related to and arising from processing and adjudication of claims are exclusive to, determined solely by, and payable only through the Court as a licensed institution of the independent Judiciary. Any separate fee arrangements between the parties and an Arbitration Judge or other related Officer of the Court are excluded and prohibited.

7. Costs Shared by the Parties – As a general principle, the Advances of Basic Court Costs should be paid in equal shares by the Claimant and the Respondent. Such preliminary shares are subject to Adjusted Distribution between the parties for competing claims or counter-claims of different complexity, and are later subject to Adjusted Distribution in the final Arbitral Award based upon the merits of the case.

8. Subsidized Costs for Disadvantaged Claimants – In the event that a Claimant is disadvantaged by a restricted ability to pay costs, the Court may subsidize the necessary Court costs, subject to availability of funds from the Public Access to Justice Endowment (PAJE) Fund.

(A) A Claimant may qualify for a subsidy if its disadvantage is caused by the Respondent withholding funds, or by unlawful interference from a third party financial institution denying rightful access to funds, without which the Claimant cannot cover Court costs, thereby wrongfully depriving the Claimant of access to Justice. The Court may grant a subsidy if the Claimant can demonstrate a compelling need for proceeding with filing a claim, beyond a mere commercial purpose, in the interests of Justice.

(B) In the event that a party violates the present Rules of Court and is held in Contempt of Court, then such party thereby voids any subsidy which was arranged for that party, and shall become liable to repay the amount of subsidy to the Court.

9. Reduced Costs for Disadvantaged Peoples - For a Claimant from an indigenous culture or an economically disadvantaged country, who does not otherwise qualify for a subsidy, the Court may waive the Filing Fee and/or the portion of costs intended for the Public Access to Justice Endowment (PAJE) Fund.

10. Reduced Costs for Uncontested Cases – In the event that the Respondent answers the Notice of Complaint with any statement indicating that the case is uncontested, then the matter may be treated as an Uncontested Case, and the Court may proceed based upon the Claimant paying half of the applicable Administration and Arbitration costs.

11. Reduced Costs for Declaratory Judgment of Rights – In cases where the Claimant seeks only a Declaratory Judgment of Rights, which does not identify nor implicate any particular Respondent, then the Court may proceed with a unilateral petition, and the matter shall be treated as an Uncontested Case without any Respondent. In such cases, the Court may proceed based upon the Claimant paying half of the applicable Administration and Arbitration costs.

12. Adjusted Costs for Complex Cases – In the event that a case is unusually complex, involving multiple interrelated issues which are analogous to distinguishable claims, or additional “Interpleader” Respondents or “Class Action” Claimants, or voluminous evidence, or the need for the Court to appoint an independent contracting expert for specialized inspection or analysis of evidence, the Court may determine an increased amount as Adjusted Costs to reflect the higher expenses of increased costs and burdens on the workload of the Court. A determination of Adjusted Costs will be made during the filing stage whenever possible, but may be made by the Court at any time if unforeseen complexities arise during the course of arbitral proceedings.

13. Costs Related to Counter-Claims – During the Preliminary Stage or Adjudication Stage, any counter-claim submitted by a Respondent must be accompanied by the Filing Stage costs for the countering claim. The subsequent Advances of Basic Court Costs are subject to Adjusted Distribution between the parties, relative and in proportion to competing claims or counter-claims of different complexity.

14. Adjusted Distribution of Court Costs – The Final Arbitral Award may direct an Adjusted Distribution of Court costs, retroactively modifying the proportion of costs which shall be paid by each of the parties, including any relevant reimbursement necessary to accomplish that end result. In directing an Adjusted Distribution, the Court will consider the good faith and fair dealing of the parties in their conduct with each other, and the degree of ethics of the parties in cooperating with the Court.

15. Effects of Non-payment by Respondent – If a Respondent fails to pay its share of costs in a contested case within 30 calendar days after Notice of Costs, the Claimant may pay the other party's share. In such event: (A) If the Respondent prevails it will be subject to a limited Arbitral Award to repay its share of costs to the Claimant; (B) If Claimant prevails the Arbitral Award will require Respondent to repay all paid fees and costs to the Claimant, and also to repay any subsidized costs to the Court.

Alternately, if Claimant has already paid its share, but in good faith is unable to pay the Respondent's share, then the Court may take judicial notice of the legal fact that Respondent's failure to pay constitutes implicit consent for the Court to adjudicate the claim as an Uncontested Case.

16. Effects of Failure of Payment of Costs – If a good faith substantial portion of all Court costs has not been paid within 90 calendar days after initial filing of the claim, it shall be considered withdrawn, without prejudice. Such claim may be filed again at a later time, to be processed as a new claim. Provided, however, that nonpayment of Court costs shall not be abused to cause a wrongful withdrawal to evade the jurisdiction of the Court, in which case the Court shall retain jurisdiction over the submitted case and reserves the right to issue a Judgment at its own discretion, if deemed necessary in the interests of Justice.

17. Additional Costs of Non-payment of Arbitral Award – In the event that a party fails or refuses to pay the monetary amount of a final Arbitral Award to the prevailing party, or of Adjusted Costs to the Court, then the Court, upon its own initiative or by petition at its discretion, may issue an Enforcement Award as an amended or supplementary Arbitral Award. Such Enforcement Award shall require the non-compliant party to pay all Additional Costs incurred by the prevailing party arising from pursuing domestic enforcement measures for collection of the original Arbitral Award, payable to the prevailing party.



The Court may also impose Additional Costs related to any Judiciary enforcement measures undertaken by the Chamber of Compliance Judges, payable to the Court. The Court may further impose Additional Costs of Contempt of Process Penalties as a Punitive Moral Damages Award, in the form of incidental and intangible damages under customary contract law, as a contribution to the Public Access to Justice Endowment (PAJE) Fund, payable to the Court.

18. Method of Payment for Court Costs – Payment of all Court costs shall be made by bank wire transfer to any bank account specified by the Court in writing in the course of correspondence during the Filing Stage and Preliminary Stage. An alternative digital currency payment method may also be provided and accepted by the Court. No Court costs shall be deemed “paid”, and no payment shall be deemed effective, unless and until funds are fully and irrevocably credited to and available for withdrawal from a bank account of the Court, such that the funds are in fact fully “received” for the practical purposes of their necessary and intended use.

19. Monetary Currency of Payments – Court costs are denominated in Euro (€ EUR), as the reference currency establishing the value of monetary amounts. All parties may send a bank wire transfer in any currency in which it is lawful to make payment from their territory. For the purposes of any State law requiring use of its domestic currency, payment shall be deemed to be made in the required domestic currency equivalent corresponding to the denominated amount in the target currency.

20. Non-Interference of Payments Protected by Law – All Court costs of Arbitration are for the express purpose of exercising and implementing the basic human right of access to Justice. All activities of the Court inherently involve, and a significant portion of all Court costs directly include, promoting and protecting human rights. Under the UN Declaration on the Right to Protect Human Rights, “Everyone has the right... to receive and utilize resources [funds] for the express purpose of promoting and protecting human rights and fundamental freedoms” (Article 13). Therefore, any interference with any payment to the Court by or through any financial institution or payment services provider shall constitute, and shall be prosecuted as, a major criminal violation of international law against basic human rights. Any such interference will trigger automatic escalation to the higher Sovereign Court (SCIJ) for criminal law investigation, prosecution and enforcement.

Officially Issued with Judiciary Authority under International Law:

Endorsed and Ratified by Official Seal  
College of Chambers of the Court  
Arbitration Court of International Justice (ACIJ)

