



**RULES**

of

**Arbitration**

*In force as from 01 July 2026*



VIETNAM INTERNATIONAL  
ARBITRATION CENTRE

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# RULES OF ARBITRATION OF THE VIETNAM INTERNATIONAL ARBITRATION CENTRE

*(In force from July 1<sup>st</sup>, 2026)*

## CHAPTER I: GENERAL PROVISIONS

### Article 1.

#### Scope of Application

1. The Rules of Arbitration of the Vietnam International Arbitration Centre (the "Rules") shall apply to arbitration at the Vietnam International Arbitration Centre (the "Centre") under the following circumstances:

a. The parties have agreed to resolve their disputes in accordance with these Rules;

b. The parties have agreed that their arbitration shall be "administered by" the Centre or "resolved at the Centre" or words to similar effect; or

c. One or more parties have submitted a Request for Arbitration to the Centre to resolve the dispute, unless the parties have agreed otherwise.

2. The Appendices attached to these Rules shall form an integral part of the Rules, and shall be applied if the Rules refer to them.

3. The arbitration proceedings under the Rules include Standard Procedure and Expedited Procedure. Unless the Expedited Procedure applies, the arbitrations shall be conducted under the Standard Procedure.

4. The Rules shall apply to arbitral proceedings commencing from 1st July 2026, unless the parties have agreed otherwise. By agreeing to submit their dispute to the Centre or to apply the Rules, the parties shall be deemed to have agreed to be bound by the Rules. In the event that any provision in these Rules is in conflict with any provision of the applicable arbitration law from which the parties cannot derogate, that provision shall prevail.

### Article 2.

#### Interpretation of terms

In the Rules, the following terms shall be defined as follows:

1. "Centre" means the Vietnam International Arbitration Centre or VIAC.
2. "List of Arbitrators" means the list of arbitrators at the Centre.
3. "Tribunal" comprises three Arbitrators or a Sole Arbitrator, unless the parties have agreed otherwise.
4. "Claimant" is the party initiating an arbitration for resolution of a dispute and claiming that its legitimate rights and interests have been infringed. Claimant refers to one or more claimants.
5. "Respondent" means the party against whom the Claimant initiates arbitration on the grounds that its legal rights and interests have been infringed by that party. Respondent refers to one or more respondents.
6. "Rules" means the Rules of Arbitration of the Centre.
7. "Standard Procedure" means the proceedings conducted under these Rules, except as provided in Article 24 and Appendix III. "Expedited Procedure" means the proceedings conducted in accordance with Article 24 and other relevant provisions of the Rules.
8. "VIAC.eCase" is the online case management platform of the Centre, allowing for the e-filing of requests, notices and documents, and is accessible via the Centre's website.

### Article 3.

#### Notifications and communications; calculation of time limits

1. Unless the Centre or the Tribunal determines otherwise, any notice or document submitted by a party to the Centre shall be in a sufficient number of copies for the Centre to forward one copy to each member of the Tribunal, one copy to the other party, and to file one copy.

If so determined by the Tribunal or agreed upon by the parties, all notices or documents must be transmitted directly by the submitting party to the Tribunal members, the other party, and the Centre at the time of submission.

2. Any notice or document shall be sent by the Centre to the following addresses of the parties or their lawful representatives as provided by the parties:

- a. The address agreed by the parties or the address provided by the addressee itself; or
- b. The address of headquarters, place of residence, or the address used for transactions between the parties;

- c. The parties' email addresses or electronic information systems; or
- d. The parties' accounts on the VIAC.eCase platform, as agreed between one or more parties and the Centre.
3. If, after reasonable efforts, the Centre cannot deliver notices and documents to the party's addresses as listed in paragraph 2 of this Article, notices and documents shall be sent by the Centre to the last-known address, or to any other address of the addressee as confirmed by the party providing such information.
4. Any notice or document can be sent by delivery in person, registered post or courier service, facsimile, electronic email, communications through VIAC.eCase platform or any other means of communication that can provide a record of the attempt at sending thereof.
5. Any notice or document sent by the Centre to the parties shall be deemed to have been received on the day it was received by the parties according to the delivery receipts, evidence of direct delivery, or other records evidencing the sending and receipt; or on the day on which the last efforts to deliver any notice or document to the addressee's address in accordance with paragraph 2 and paragraph 3 of Article 3.
6. For the purposes of these Rules, the date on which the relevant act or event occurs and triggers the time limits shall not be counted and time limits shall run from the day immediately following such date. Where such following day is not a business day under the laws of the country or territory of a party or of the Centre, the time limit shall begin to run from the first business day thereafter.
7. Where the last day of a time limit falls on a non-business day under the laws of the country or territory of a party or of the Centre, the time limit shall expire at the end of the first business day following that date. All other non-business days falling within the period shall be included in the calculation of the time limit.
8. Except for mandatory time limits as provided by law or by these Rules, the Centre or the Tribunal shall, on its own discretion or at the request of a party, determine to extend any time limit, taking into account the specific circumstances of the dispute.

## Article 4.

### Participation in arbitral proceedings

1. The parties may participate in arbitral proceedings in person

or through representatives with written authorization. The Parties shall have the right to engage persons to protect their legal rights and interests and participate in the arbitral proceedings

2. The Tribunal or the Centre, if the Tribunal has not yet been constituted, shall have the power to request the parties to provide proof of the authority of any representative participating in the arbitral proceedings or the capacity of the persons protecting the legitimate rights and interests of the parties.

2. The Tribunal or the Centre, where the Tribunal has not yet been constituted, may require any party to produce evidence of the authority granted to its representative, or proof of the standing of any person protecting such party's legitimate rights and interests in the arbitral proceedings.

The Tribunal or the Centre, where the Tribunal has not yet been constituted, shall have the power to determine the form of authorization. Any objection in relation to the scope or validity of the authorization documents shall be finally decided by the Tribunal.

## CHAPTER II: COMMENCEMENT OF ARBITRAL PROCEEDINGS

### Article 5.

#### Commencement of arbitral proceedings

Unless otherwise agreed by the parties and except for the circumstances prescribed in point a of paragraph 5 of Article 7 of the Rules, the date on which the Request for Arbitration is received by the Centre in accordance with paragraph 2 of Article 7 shall be deemed to be the date of commencement of the arbitral proceedings.

### Article 6.

#### Multiple Contracts

1. Where disputes arise out of or in connection with more than one arbitration agreement, the Claimant may:

(a) Submit a separate Request for Arbitration in respect of each arbitration agreement invoked; or

(b) Submit a single Request for Arbitration in respect of multiple arbitration agreements invoked, with a request for resolution of all claims arising under the arbitral agreements in one single arbitration, and identify the claims arising out of or in connection with each arbitration agreement invoked.

2. Where the Claimant proceeds under point b of paragraph 1 of this Article, the Centre's President shall, within 05 working days from the date on which the Claimant pays the arbitration costs in full, decide whether the request for resolution of all claims arising under the arbitral agreements in one single arbitration is granted, in consideration of that the following conditions are satisfied:

(a) The disputes arise out of, or in connection with, the same legal relationship(s), or involve similar legal issues;

(b) The claims arise out of related contract, or the same transaction, or a series of related transactions; and

(c) The arbitration agreements are compatible.

Where necessary, the Centre may request the Claimant to provide explanations or additional documents before the Centre's President decides

whether to grant the request.

3. Where the Centre's President decides, in accordance with paragraph 2 of this Article, to grant in whole the Claimant's request, the Centre shall send the Respondent a Notice in accordance with Article 8 of these Rules within 07 working days from the date of the decision by the President.

Where the Centre's President decides to decline, in whole or in part, the Claimant's request for consolidation made under paragraph 2 of this Article, the Centre shall request the Claimant to amend the Request for Arbitration pursuant to the decision of the Centre's President. Within seven (7) working days from the date on which the Centre receives an amended Request for Arbitration that meets the Centre's requirements, the Centre shall send the Respondent a Notice of the dispute in accordance with Article 8 of these Rules

The Centre may, pursuant to the President's decision under paragraph 2 of this Article, adjust the arbitration costs and request the Claimant to pay additional arbitration costs in accordance with relevant regulations.

5. A decision of the President under Paragraph 2 of this Article shall be without prejudice to the Tribunal's power to examine and decide on its own jurisdiction. A decision of the President rejecting, in whole or in part, a Request under Paragraph 2 of this Article shall be without prejudice to any party's right to request the President to consider consolidation pursuant to Article 17 of these Rules.

## Article 7.

### Request for Arbitration

1. Claimant shall submit its Request for Arbitration to the Centre
2. The Request for Arbitration shall include the following:
  - a. The date of the Request for Arbitration;
  - b. Names and addresses of the parties;
  - c. Summary of the content of the dispute;
  - d. Grounds for the claims;
  - dd. Specific claims of the Claimant and the monetary value of the dispute;
  - e. The name of the person selected by the Claimant to act as Arbitrator or a request to the Centre to appoint an Arbitrator in accordance with paragraph 1 of Article 13 or Article 14 of these Rules;
  - g. Where the claims arise out of multiple contracts pursuant to point b of paragraph 1 of Article 6 of these Rules, the Claimant shall address in the Request for Arbitration the matters specified in paragraph 2 of Article 6 of these Rules;

- h. Information regarding any third-party funding agreement (if any)
  - i. Signature of the legal representative or the authorized representative where the Claimant is an organization; signature of the individual or the authorized representative where the Claimant is an individual.
3. The Request for Arbitration shall be accompanied by the arbitration agreement and other relevant documents.
  4. The Request for Arbitration, the arbitration agreement and other relevant documents shall be submitted in a sufficient number of copies in accordance with paragraph 1 of Article 3 of these Rules.

After reviewing the Request for Arbitration and the relevant documents, the Centre may request the Claimant in writing to amend or supplement the Request for Arbitration to ensure compliance with the requirements set out in paragraph 2 of Article 7 or paragraph 3 of Article 6 of these Rules.

- a. Where the Claimant complies with the Centre's requests within the time limit fixed by the Centre, the Arbitral Proceedings shall commence on the date on which the first Request for Arbitration is received by the Centre;
- b. Where the Claimant fails to comply with the Centre's requests within the time limit fixed by the Centre, the Request for Arbitration shall be deemed to be withdrawn without prejudice to the Claimant's right to re-submit the Request for Arbitration.

## Article 8.

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### Delivery of Notice and Request for Arbitration

Except for the time limits set forth in paragraph 3 of Article 6 of these Rules or the Parties have agreed otherwise regarding the time limit, the Centre shall, within seven (07) days from the date of receipt of the Request for Arbitration in accordance with paragraph 2 of Article 7 of these Rules, the arbitration agreement, other relevant documents, and the arbitration costs as stipulated in Article 39 and Article 40 of these Rules, deliver a Notice, the Request for Arbitration, the arbitration agreement and other relevant documents to the Respondent.

## Article 9.

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### Statement of Defence

1. Unless the parties have agreed otherwise regarding the time limit, the Respondent shall, within 30 days from the date of receipt of the Notice, the Request for Arbitration, the arbitration agreement and other relevant documents, submit to the Centre a Statement of Defence.

2. The Statement of Defence shall include the following:

a. The date of the Statement of Defence;

b. Name and address of the Respondent;

c. Grounds for the defence;

d. The name of the person selected by the Respondent to act as Arbitrator or a request to the Centre to appoint an Arbitrator in accordance with paragraph 2 of Article 13 or Article 14 of these Rules;

dd. Any objection to the existence of the arbitration agreement, or submission referring to the arbitration agreement as null and void, inoperative, or incapable of being performed (if any).

e. Information regarding any third-party funding agreement (if any)

g. Signature of the legal representative or the authorized representative where the Respondent is an organization; signature of the individual or the authorized representative where the Respondent is an individual.

3. Where the Respondent alleges that there is no arbitration agreement or that the arbitration agreement is invalid or incapable of being performed, the Respondent shall state such allegations in the Statement of Defence and submit its objection within the time limit prescribed in this Article. If the Respondent fails to raise any objection within the prescribed time limit, it shall lose the right to object.

4. The Centre shall, at the request of the Respondent, have the power to extend the time limit for submission of the Statement of Defence. Where the Tribunal has been constituted, the Centre may, after consulting with the Tribunal, extend the time limit for the submission of the Statement of Defence. The request for extension shall be in writing and delivered to the Centre prior to the expiry of the time limit for submission of the Statement of Defence or prior to the expiry of any extended time limit for submission of the Statement of Defence.

5. Where an objection is raised in accordance with paragraph 3 of this Article, or where a request for an extension of the time limit for submission of the Statement of Defence is made in accordance with paragraph 4 of this Article, the Respondent is still required to select an Arbitrator or request the Centre to appoint an Arbitrator within the 30-day time limit stipulated in paragraph 1 of this Article.

6. The Statement of Defence and the relevant documents shall be submitted in a sufficient number of copies in accordance with paragraph 1 of Article 3 of these Rules.

7. The arbitral proceedings shall still proceed notwithstanding the failure of the Respondent to submit the Statement of Defence.

## Article 10.

### Counterclaim

1. The Respondent shall have the right to file a Counterclaim against the Claimant regarding matters related to the dispute. The Counterclaim must be based on the arbitration agreement on which the Claimant has relied to make the Request for Arbitration against the Respondent. The Counterclaim shall be made in a separate document, independent of the Statement of Defence. The Counterclaim shall be submitted to the Centre at the same time as and with the submission of the Statement of Defence.

2. The Counterclaim shall include the following:

a. The date of the Counterclaim;

b. Names and addresses of the parties;

c. Summary of the counterclaim;

d. Grounds for the counterclaims;

dd. Specific claims of the Respondent and the monetary value of the Counterclaim;

e. Signature of the legal representative or the authorized representative where the Respondent is an organization; signature of the individual or the authorized representative where the Respondent is an individual.

3. The Counterclaim and relevant documents shall be submitted in a sufficient number of copies in accordance with paragraph 1 of Article 3 of these Rules.

4. After reviewing the Counterclaim and relevant documents, the Centre may request the Respondent in writing to amend or supplement the Counterclaim to ensure compliance with paragraph 2 of this Article.

Where the Respondent complies with the Centre's request within the time limit fixed by the Centre, the date of submission of the Counterclaim shall be the date on which the Centre receives the Counterclaim as first submitted.

Where the Respondent fails to comply with the Centre's request within the time limit fixed by the Centre, the Counterclaim shall be deemed to be withdrawn without prejudice to the Respondent's right to submit a Request for Arbitration in another dispute.

5. Unless otherwise agreed by the parties on the time limit, the Centre shall, within seven (07) working days from the date of receipt of the Counterclaim in accordance with paragraph 2 of this Article, the relevant documents and the arbitration costs as stipulated in Article 39 of these Rules, deliver a Notice, the Counterclaim and relevant documents to the Claimant.

6. Unless otherwise agreed by the parties regarding the time limit, the Claimant shall, within thirty (30) days from the date of receipt of the Notice, the Counterclaim and relevant documents, submit to the Centre a Statement of Defence against the Counterclaim.

The Centre or the Tribunal, if it has been constituted, shall have the power to extend the time limit for submission of the Statement of Defence against the Counterclaim at the request of the Claimant, taking into account the circumstances of the case.

The request for extension shall be in writing and delivered to the Centre prior to the expiry of the time limit for submission of the Statement of Defence against the Counterclaim.

7. The Counterclaim and relevant documents shall be submitted in a sufficient number of copies in accordance with paragraph 1 of Article 3 of these Rules

8. The Counterclaim shall be concurrently resolved with the Request for Arbitration by the same Tribunal.

## CHAPTER III. THE ARBITRAL TRIBUNAL

### Article 11.

#### General Provisions on the Constitution of the Tribunal

1. The dispute shall be resolved by an Arbitral Tribunal consisting of three Arbitrators or a Sole Arbitrator, unless the parties have agreed otherwise on the number of Arbitrators. In the absence of agreement regarding the number of Arbitrators, the Tribunal consists of three Arbitrators.
  
2. The parties have the right to select an Arbitrator in accordance with these Rules. The selected person must satisfy the criteria for an Arbitrator as prescribed in the arbitration law and Appendix I of these Rules. The Centre may request a party to provide information on the selected Arbitrator.
  
3. If the parties' agreed procedure for the constitution of the Tribunal is incomplete, causing hindrances for the constitution of the Tribunal, or such procedure results in unequal treatment in the rights and obligations of the parties that may affect the validity and enforceability of the Arbitral Award, the Centre's President, after consulting the parties, shall have the authority to apply the corresponding provisions of Articles 13 and 14 of these Rules to constitute the Tribunal.
  
4. In making decisions on the appointment of Arbitrators under these Rules, the President shall have regard to the qualifications of an Arbitrator as prescribed by these Rules and agreed by the parties (if any).

### Article 12.

#### General provisions on Arbitrators

1. Throughout the course of arbitral proceedings, an Arbitrator shall comply with the Code of Ethics for Arbitrators issued by the Centre; shall at all times remain independent, impartial, and objective; shall not act as counsel for the Claimant or the Respondent; and shall not engage in any private meeting or private communication with any party or their representatives or counsel to discuss matters relating the dispute.
  
2. Upon being notified of his or her appointment, the selected or appointed person must decline to act as an Arbitrator if they finds themselves within the circumstances specified in paragraph 3 of this Article.

Upon accepting the appointment, the selected or appointed person shall promptly disclose and notify the Centre of any circumstances that may affect his or her independence, impartiality, or objectivity, by completing and signing the Arbitrator's Statement.

Throughout the course of arbitral proceedings, an Arbitrator, following

guidances in the Arbitrator's Statement, shall continue to exercise the duty of disclosure mentioned above. The Centre shall communicate any information disclosed by Arbitrators to the Parties and fix a time limit within which the Parties may submit their opinions on such information.

3. The selected or appointed person shall not accept appointment as an Arbitrator, or an Arbitrator shall decline to resolve the dispute, in any of the following circumstances:

- a. Falling within the circumstances where they are prohibited from acting as an Arbitrator as prescribed by the law on arbitration;
- b. Failing to satisfy the criteria set out in the arbitration law;
- c. Failing to satisfy the criteria set out in Appendix I of these Rules;
- d. Being a relative or a representative of a party;
- dd. Having an interest related to the dispute;
- e. There being clear grounds indicating that the Arbitrator is not impartial, independent, or objective;
- g. Having acted as a mediator, representative, or counsel for any party prior to the submission of the dispute to arbitration, unless otherwise agreed in writing by the parties.

## Article 13.

### Appointment of Three Arbitrators

Unless otherwise agreed by the parties, the constitution of an Tribunal comprising three Arbitrators shall be as follows:

1. The Claimant shall select an Arbitrator or request the Centre's President to appoint an Arbitrator. Where there are multiple Claimants, all Claimants shall jointly select an Arbitrator or jointly request the Centre's President to appoint an Arbitrator.
2. The Respondent shall select an Arbitrator or request the Centre to appoint an Arbitrator and shall notify the Centre so that the Centre receives such notification within 30 days from the date of receipt of the Notice under Article 8 of these Rules.

Where there are multiple Respondents, all Respondents shall jointly select an Arbitrator or jointly request the Centre's President to appoint an Arbitrator within 30 days from the date on which the last Respondent receives or is deemed to receive the Notice under Article 8 of these Rules and shall notify the Centre so that the Centre receives such notification within this 30-day period.

If the Centre does not receive the notification from the Respondent within 30 days from the date of receipt of or deemed to have received the Notice according to Article 8 of these Rules, the Centre's President shall, within 07 days from the expiry of such time limit, appoint an Arbitrator on behalf of the Respondent.

3. Upon the request of the Claimant or Respondent for the appointment of an Arbitrator by the Centre's President in accordance with paragraphs 1 and 2 of this Article, within 07 working days from the date the Centre receives the request and the arbitration costs in full in accordance with paragraph 1 of Article 40 of the Rules, the Centre's President shall appoint an Arbitrator on behalf of the Claimant or Respondent.

Where the Claimant filed a consolidated Request for Arbitration pursuant to point b of paragraph 1 of Article 6 of these Rules and the Centre's President declines in whole or in part the consolidation request of the Claimant, if the Claimant requests the Centre to appoint an Arbitrator, the Centre's President shall issue a decision appointing an Arbitrator on behalf of the Claimant within seven (07) days from the date the Centre receives the amended Request for Arbitration in accordance with paragraph 3 of Article 6 of these Rules.

4. Within fifteen (15) days from the date on which the Arbitrator selected by the Respondent or appointed by the Centre's President receives the notification of the selection or appointment, the two Arbitrators shall jointly select the third person who will act as the Presiding Arbitrator of the Tribunal and notify the Centre. The selection of the Presiding Arbitrator of the Tribunal must comply with the applicable arbitration law and Appendix I of these Rules. The Centre may request a party to provide information regarding the selected Arbitrator. If the aforementioned 15-day time limit expires and the election cannot be made or the Centre does not receive the notification from the two Arbitrators, within seven (07) days from the expiry of such time limit, the Centre's President shall appoint the Presiding Arbitrator of the Tribunal. In other cases, the Presiding Arbitrator of the Tribunal shall be appointed by the Centre's President.

5. Prior to the constitution of the Tribunal, if there is a request for replacement of an Arbitrator or an Arbitrator gives notice of decline to act as an Arbitrator in accordance with Article 15 of these Rules, the procedure for the constitution of the Tribunal shall be suspended.

Based on the decision of the Centre's President regarding the above mentioned request, the procedure for the constitution of the Tribunal shall resume and be conducted within the time limit fixed by the Centre.

6. Prior to the constitution of the Tribunal, if there is a request for consolidation made in accordance with Article 17 or a request for joinder in accordance with Article 18 of these Rules, the procedure of constitution of the Tribunal shall be suspended.

Based on the decision of the Centre's President regarding the aforementioned request, the Centre shall request the parties to select an Arbitrator or to request the Centre to appoint an Arbitrator, and to notify the Centre within the time limit fixed by the Centre. Where the Centre does not receive such a notification, the Centre's President shall appoint an Arbitrator on behalf of each party, where applicable. The selection or appointment of the Presiding Arbitrator then shall be made within the time limits fixed by the Centre.

7. Prior to the constitution of the Tribunal, if there is an application for the Expedited Procedure made in accordance with paragraph 3 of Article 24 of these Rules, the procedure of constitution of the Tribunal shall be suspended.

Where the application for Expedited Procedure is granted by the Centre's President, the procedure for the constitution of the Tribunal shall proceed in accordance with the provisions of Article 24 and Appendix II to these Rules. Where the Centre's President declines the application of the Expedited Procedure, the procedure of constitution of the Tribunal shall resume and be conducted within the time limits fixed by the Centre.

## Article 14.

### Appointment of Sole Arbitrator

Unless the parties have agreed to otherwise, the constitution of an Tribunal comprising of a Sole Arbitrator shall be as follows:

1. Within 30 days from the date on which the Respondent receives, or is deemed to have received, the Notice, the Request for Arbitration, the arbitration agreement, and other relevant documents, the Claimant and the Respondent shall agree on the selection of the Sole Arbitrator or request the Centre to appoint the Sole Arbitrator and shall notify the Centre accordingly. Where there are multiple Respondents, this 30-day period shall commence from the date on which the last Respondent receives, or is deemed to have received, the Notice in accordance with Article 8 of these Rules.
2. If the Centre does not receive the notification as prescribed in Paragraph 1 of this Article, the Centre's President shall, within 07 days from the expiry of that period, issue a decision to appoint the Sole Arbitrator.
3. Before the Sole Arbitrator is selected or appointed under Paragraph 1 or Paragraph 2 of this Article, if there is a request for consolidation in accordance with Article 17 or request for joinder in accordance with Article 18, the procedure of constitution of the Tribunal shall be suspended.

Based on the decision of the Centre's President regarding the aforementioned request, the Centre shall request the parties to jointly select the Sole Arbitrator or to jointly request the Centre to appoint the Sole Arbitrator, and to notify the Centre within the time limit fixed by the Centre. Where the Centre does not receive the such a notification, the Centre's President shall appoint the Sole Arbitrator on behalf of the parties within the time limits fixed by the Centre.

4. Prior to the constitution of the Tribunal, if there is an application for the Expedited Procedure made in accordance with paragraph 3 of Article 24 of these Rules, the procedure of constitution of the Tribunal shall be suspended.

Where the application of the Expedited Procedure is granted, the procedural for the constitution of the Tribunal shall proceed in accordance with Article 24 and Appendix II to these Rules. Where the Centre's President declines the application of the Expedited Procedure, the selection or appointment of the Sole Arbitrator shall resume and be conducted within the time limits fixed by the Centre.

## Article 15.

### Replacement of Arbitrator

1. During the arbitral proceedings, an Arbitrator shall decline to resolve the dispute, or the parties shall have the right to request the replacement of the Arbitrator if the Arbitrator falls into one of the circumstances prescribed under paragraph 3 of Article 12 of these Rules.

2. A written decline of an Arbitrator and/or a written Request by a party for the replacement of an Arbitrator shall be submitted to the Centre

Together with a request for replacement of an arbitrator, the requesting party must provide documents and evidence demonstrating that the challenged arbitrator falls within the circumstances set out in paragraph 3 Article 12 of these Rules and pay in full the fees for such request pursuant to the rules of the Centre at the time of submitting the request

3. Where the Tribunal has not yet been constituted, the replacement of an Arbitrator shall be decided by the Centre's President. Where the Tribunal has been constituted, the replacement of a arbitrator shall be decided by the remaining members of the Tribunal within the time limit fixed by the Centre. If the remaining members of the Tribunal fail to do so, the Centre's President shall decide. In any other cases, the Centre's President shall decide.

Where the Tribunal comprises a Sole Arbitrator, the replacement of a Sole Arbitrator shall be decided by the Centre's President.

The decision of the remaining members of the Tribunal or of the Centre's President regarding the replacement of Arbitrators may be made without stating the reasons and shall be final.

4. Where the remaining members of the Tribunal or the Centre's President decide to replace an Arbitrator, the substitute Arbitrator shall be selected or appointed in accordance with Article 13 or Article 14 of these Rules for the Standard Procedure, or in accordance with the provisions of Appendix II of these Rules for the Expedited Procedure. The Arbitrator who has been replaced shall not be reselected by the parties or reappointed by the Centre's President.

Where the remaining members of the Tribunal or the Centre's President decide not to replace the Arbitrator, such Arbitrator shall continue to resolve the dispute.

5. The Centre or the Tribunal may determine any expenses arising out of the replacement of an Arbitrator and may decide which party or parties shall bear such expenses.

6. Where an Arbitrator dies or, due to a force majeure event or hardship, is unable to continue resolving the dispute, the selection or appointment of a substitute Arbitrator shall be conducted in accordance with Article 13 or Article 14 of these Rules for the Standard Procedure, or in accordance with the provisions of Appendix II of these Rules for the Expedited Procedure.

7. After consulting with the parties, the newly constituted Tribunal may reconsider the issues that were previously raised in earlier hearings.

## CHAPTER IV. CONDUCT OF ARBITRAL PROCEEDINGS

### Article 16.

#### Conduct of Arbitral Proceedings

1. Subject to provisions of these Rules and of the applicable arbitration law, the Tribunal shall have the power to conduct the arbitral proceedings/ arbitration in such manner as it considers appropriate. The Tribunal shall conduct the arbitral proceedings fairly and impartially, expeditiously and efficiently.
2. As soon as practicable after the constitution of the Tribunal, where necessary, the Tribunal may, on its own initiative or at the request of a party, hold a case management conference with the parties to discuss the procedural steps and matters for the arbitration.
3. Any case management conference may be conducted in-person, online, in hybrid form, or any other form that the Tribunal considers appropriate.
4. At the case management conference, the Tribunal may consult the parties on procedural matters, including the applicable law, the language of the arbitration, the seat of the arbitration, the submission of documents and evidence, the procedural timetable and any other procedural matters that the Tribunal considers necessary. In addition to the foregoing, the Tribunal may recommend that the parties consider an amicable settlement of the dispute, including through mediation proceedings at the Vietnam Mediation Centre (VMC).
5. The Tribunal shall have the power to decide procedural matters and the timetable for the arbitration during or promptly after the case management conference, or after consulting with the parties. The Tribunal shall have the power to adjust any time limits set out in the timetable for the arbitration as it considers appropriate.
6. At the case management conference or at any appropriate stage of the arbitral proceedings, the Tribunal may discuss with the parties the use of information technology tools in the arbitral proceedings, including tools supported by or incorporating artificial intelligence.
7. Where a party is funded through a third-party funding agreement, the funded party shall disclose to the Centre and the Tribunal the existence of such arrangement in the Request for Arbitration, the Statement of Defence, or as soon as practicable after entering into the third-party funding arrangement. Such disclosure shall include the name and contact details of the third-party funder.

In addition to the information already disclosed by the parties, the Tribunal, after considering the views of the parties, shall have the power to order further disclosure of information relating to the third-party funding agreement.

## Article 17.

### Consolidation of Arbitrations

1. At the request of a party, the Centre's President shall consider and decide whether to consolidate arbitrations in any of the following circumstances:

- a) All parties have agreed to the consolidation;
- b) All claims and counterclaims in the arbitrations are made under the same arbitration agreement; or
- c) All claims and counterclaims in the arbitrations are made under multiple arbitration agreements that are compatible, and the disputes arise out of or in connection with the same legal relationship(s) or from the same transaction or series of related transactions.

When considering and deciding on the consolidation of arbitrations, the Centre's President shall take into account the circumstances and other relevant factors. Such circumstances and factors may include the progress of the constitution of the Tribunals, any similarity in the composition of the Tribunals in the arbitrations, and the efficiency of dispute resolution.

2. A request for consolidation under paragraph 1 of this Article shall be made in writing and shall contain the following:

- a) the date of the request;
- b) Names, contact details, and representatives of the Claimant(s) and Respondent(s);
- c) the case reference numbers of the arbitrations sought to be consolidated; a summary of the subject matter of each arbitration and a summary of the claims and counterclaims, if any;
- d) a statement of the facts and legal basis supporting the request, of the necessity of the consolidation pursuant to paragraph 1 of this Article;
- dd) the arbitration agreement(s) being invoked in the arbitrations, and an explanation of the compatibility of the arbitration agreements (where applicable);
- e) parties' views on the constitution of the Tribunal in the event that the Request is granted, including whether they agree to maintain the Arbitrator(s) already selected or appointed and their views on the composition of the Tribunal;
- g) Signature of the legal representative or authorised representative, in the case of a legal entity; or the signature of the individual or authorised

representative, in the case of a natural person.

Where necessary, the Centre may request one or more parties to provide clarifications or additional documents before the Centre's President decided whether to grant the request under paragraph 1 of this Article.

3. The Centre's President shall decide to grant the request in part or in whole, or decline the request submitted under paragraph 2 of this Article. Such a decision shall not subsequently prejudice the jurisdiction of the Tribunal to examine and decide upon its own jurisdiction.

4. Where the Centre's President decides to grant the request in part or in whole pursuant to paragraph 2 of this Article, the arbitrations shall be consolidated into the arbitration that commenced first, unless the parties agree otherwise or the President determines otherwise.

5. Where the request is granted, any party that did not have the opportunity to select or request the Centre to appoint an Arbitrator shall be deemed to have waived such right, without prejudice to its right to request the replacement of an arbitrator pursuant to Article 15 of these Rules.

6. Based on the determination of the Centre's President under paragraph 3 of this Article, the Centre may adjust the arbitration costs and require the parties to pay additional arbitration costs in accordance with the Centre's schedule of arbitration costs.

## Article 18.

### Joinder of Additional Parties

1. A party to the dispute may submit a request for joinder of one or more additional parties to an arbitration pending under these Rules as a Claimant or a Respondent in any of the following circumstances:

a) all parties, including the additional party, have agreed in writing to the joinder of the additional party; or

b) the additional party is prima facie bound by the arbitration agreement invoked by the Claimant or Respondent in the arbitration.

2. A request for joinder under paragraph 1 of this Article shall be made in writing by the Claimant or Respondent and shall include the following:

a) the date of the request;

b) the names, contact details and where applicable, representatives of all parties, including the party sought to be joined;

- c) Case reference numbers of the pending arbitration; a summary of the disputes;
- d) a statement of the factual and legal grounds supporting the request, of the necessity of the joinder, and whether the additional party sought to be joined as Claimant or as Respondent;
- dd) the arbitration agreement concluded between the parties, including the additional party (if any);
- e) Claims and counterclaims of each party, including any claims and counterclaims against the party sought to be joined (if any);
- g) Signature of the legal representative or authorised representative, in the case of a legal entity; or the signature of the individual or authorised representative, in the case of a natural person.

3. The request for joinder shall be accompanied by the arbitration agreement, the contract(s) between the parties, and any other relevant documents. Where necessary, the Centre may request clarifications or additional documents from any party before a decision is made on the request for joinder pursuant to paragraph 4 of this Article.

4. After the relevant fee as notified by the Centre is paid in full, the Tribunal, or the Centre's President if the Tribunal has not yet been constituted, shall consider and determine whether to grant in part or in whole, or to decline, the request for joinder. The President of the Centre or the Tribunal shall take into account the views of the parties (if any) and relevant factors, including the progress of the arbitral proceedings and the consequences of the joinder.

5. A decision by the Centre's President to decline a request under paragraph 2 of this Article shall not affect the right of any party to re-submit such request to the Tribunal.

6. Any decision by the Centre or the Tribunal on granting the request under paragraph 4 of this Article shall be without prejudice to the jurisdiction of the Tribunal to subsequently examine and rule on its own jurisdiction over the dispute.

7. Where the request is granted, any party which has not had an opportunity to select an Arbitrator or to request the Centre to appoint an Arbitrator shall be deemed to have waived such right, without prejudice to its right to request the replacement of an Arbitrator in accordance with Article 15 of these Rules.

8. Where the Application is granted under paragraph 4 of this Article, the parties to the dispute shall be entitled to amend or supplement their Request for Arbitration, Counterclaim and Statement of Defence. The Tribunal, or the Centre where the Tribunal has not yet been constituted, shall, in accordance with these Rules, take appropriate measures to facilitate the exercise of such rights by the parties.

## Article 19.

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### Applicable law

1. For disputes without foreign element, the Tribunal shall apply the law of Vietnam to resolve the dispute.
2. For disputes with a foreign element, the Tribunal shall apply the law agreed by the parties; in the absence of such agreement, the Tribunal shall apply the law which it considers appropriate.
3. The Tribunal shall take into account the terms of the contract(s) in resolving the dispute.
4. Where the applicable law has no specific provisions related to the merits/substance of the dispute, the Tribunal may apply international customs to resolve the dispute.

## Article 20.

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### Place of Arbitration

1. The parties have the right to agree on the place of arbitration. In the absence of such agreement, the Tribunal shall determine the place of arbitration it considers appropriate.
2. The Tribunal may conduct hearings at any venue it considers appropriate, unless otherwise agreed by the parties.

During the course of arbitral proceedings, the Tribunal may hold meetings with the parties in any means and at any venue it considers appropriate for its consultation with the parties on procedural matters.

## Article 21.

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### Language of Arbitration

1. For disputes without a foreign element, the language of arbitration shall be Vietnamese, unless the disputes involve at least one party that is a foreign-invested enterprise.
2. For disputes with a foreign element or disputes involving at least one party that is a foreign-invested enterprise, the language of arbitration shall be as agreed by the parties. In the absence of such agreement, the Tribunal shall determine the language or languages to be used in arbitral proceedings, taking into account of the relevant circumstances, including the language of the contract.

3. Where a party submits a document made in a language other than the language of arbitration, the Tribunal or the Centre, where the Tribunal has not yet constituted, may order a party or the parties to submit an accompanying translation.

## Article 22.

Withdrawal, in part or in whole, of the Request for Arbitration and/or the Counterclaim; amendment and/or supplement to the Request for Arbitration, the Counterclaim, the Statement of Defence and/or the Statement of Defence against the Counterclaim

1. Prior to the Tribunal rendering its Arbitral Award, the parties have the right to withdraw, partially or wholly, the Request for Arbitration and/or the Counterclaim. Any such withdrawal shall be made in writing in a sufficient number of copies pursuant to paragraph 1 of Article 3 of these Rules.

2. The parties may amend and/or supplement the Request for Arbitration, the Counterclaim, the Statement of Defence and/or the Statement of Defence against the Counterclaim before the final hearing closes. The amendment and/or the supplement shall be in writing and submitted in a sufficient number of copies in accordance with paragraph 1 of Article 3 of these Rules. The Tribunal shall have the power to disallow the amendment and/or the supplement if the Tribunal considers it an abuse aimed at causing difficulties or delaying the making of the Arbitral Award or if it exceeds the scope of the arbitration agreement applicable to the dispute.

## Article 23.

Administrative Conference

1. During the course of arbitral proceedings, for the purpose of discharging its functions of organizing and coordinating the conduct of dispute resolution, the Centre may hold administrative conferences with the Parties to discuss any procedural or administrative guidance and directions or matters falling within the authority of the Centre's President under these Rules. The administrative conferences may be conducted in person, online, or in any other appropriate form.

2. After the Tribunal has been constituted, the Centre shall hold the administrative conferences referred to in paragraph 1 of this Article only after notifying the Tribunal thereof.

## Article 24.

### Expedited Procedure

1. For disputes arising on the basis of arbitration agreements concluded prior to the date on which these Rules came into force, the arbitration shall be conducted in accordance with the Expedited Procedure set out in this Article and Appendix II of these Rules where the parties have agreed so prior to the Centre's notification of the constitution of the Tribunal.

2. For disputes arising on the basis of arbitrations concluded on or after the date on which these Rules came into force, by agreeing to arbitration under these Rules or to the resolution of disputes at the Centre, the parties shall be deemed to have agreed to the application of the Expedited Procedure pursuant to a decision of the Centre's President under paragraph 5 of this Article.

3. At any time prior to the Centre's notification of the constitution of the Tribunal, a party may apply to the Centre for the arbitration to be conducted in accordance with the Expedited procedure if the dispute falls within one of the following circumstances:

- a. the amount in dispute representing the aggregate of claims and counterclaims (if any) does not exceed the amount set and published by the Centre on its official website on the date of the Request for Arbitration is submitted;
- b. the circumstances and relevant factors of the dispute are appropriate for the application of the Expedited procedure;
- c. the parties have agreed to be subject to the Expedited Procedure

4. Prior to making a decision on the application of the Expedited Procedure, the Centre may consult the parties. Any party that objects to the application of the Expedited Procedure shall submit its objection to the Centre within the time limit fixed by the Centre.

5. The President of the Centre, on its own initiative or at the request of one or more parties, having regard to the circumstances set out in points a, b, and c of paragraph 3 of this Article and the views of one or more parties (if any), shall determine whether to grant the application of the Expedited Procedure to the arbitration.

6. Where the Centre's President determines to apply the Expedited Procedure, the arbitral proceedings shall be conducted in accordance with this Article and Appendix II of these Rules. Where the Centre's President determines not to apply the Expedited Procedure, the arbitral proceedings shall be conducted under the Standard Procedure.

7. The Expedited Procedure shall not apply where the parties have expressly excluded its application in writing.

## Article 25.

### Power of the Tribunal to verify facts

1. During the course of arbitral proceedings, the Tribunal shall have the power to meet or discuss with one party with the participation of the other party to clarify the matters relevant to the dispute, whether in-person, online, through hybrid or other appropriate means.
2. During the course of arbitral proceedings, the Tribunal may, on its own initiative or at the request of a party, conduct fact-finding from a third person in the presence of the parties or after having notified the parties.

## Article 26.

### Power of the Tribunal to collect Evidence

1. The parties shall have the right and the obligation to provide evidence to the Tribunal to prove the facts relevant to the issues of the dispute. The Tribunal shall have the power to request the parties to provide or to produce evidence, and the parties are obligated to provide or to produce evidence.
2. The Tribunal shall have the power to identify, examine, and assess all evidence in the arbitration.
3. The Tribunal shall have the power, at the request of a party, to request witnesses to provide information and documents relevant to the dispute.
4. The Tribunal shall have the power, on its own initiative or at the request of a party, to seek inspection or valuation of the assets in the dispute to be the basis for resolving the dispute.

The expenses for the inspection or valuation shall be paid by the requesting party or allocated by the Tribunal. In all circumstances, if the expenses for the inspection and valuation are not paid in full, the Tribunal shall resolve the dispute based on the available documents.

5. Where the Tribunal or a party have already taken necessary measures to collect evidence but such evidence cannot be obtained, a written request may be submitted to the competent court to require a relevant authority, organization, or individual to produce documents and materials, including readable, audible, visual, or other physical evidence relating to the dispute.

The request shall clearly state the subject matter of the arbitration, the evidence to be obtained, the reasons why such evidence could not be obtained, and the name and address of the organisation, or individual in custody or control of the evidence.

Where the Tribunal requests the court to collect evidence, it has the right to ask one or more parties to advance the incurred expenses. If these expenses are not fully paid, the Tribunal shall resolve the dispute based on the documents and evidence readily available.

## Article 27.

### Tribunal-Appointed Experts

1. The Tribunal shall, on its own initiative or at the request of a party, shall have the power to appoint one or more experts to report on issues within the scope of the disputes. After consulting the parties, the Tribunal shall determine the terms of appointment including issues needed the experts' opinions, the lists of appropriate expert(s), and any other related matters.

2. The Tribunal shall also consult the parties regarding the expenses of expert consultation. The expenses shall be paid by the requesting party or allocated by the Tribunal. In all cases, if the expenses of expert consultation are not paid in full, the Tribunal shall resolve the dispute based on the documents and evidence readily available.

3. The Tribunal shall have the power to request a party to provide information and documents relating to issue to be consulted with the experts so that the Centre can provide such information to the appointed experts.

At the request of the Tribunal, a party shall have an obligation to facilitate the expert's access to documents, goods, or property for the purpose of preparing the expert's report.

Any objection by a party regarding the relevance of the requested information or access to documents, goods, or property during the expert consultation process shall be considered and decided by the Tribunal.

4. Upon receipt of the expert's report, the Centre shall deliver a copy of the report to the Tribunal and the parties for the parties to submit comments on the report within a time limit fixed by the Tribunal. The parties shall have the right to request the expert to explain, correct, or amend any clerical, typographical, numerical, or similar errors.

5. The Tribunal shall, on its own initiative or at the request of a party, invite the expert to attend a hearing in appropriate means. At a hearing, the parties shall have the right to present their views and to examine the expert with regard to the content of the expert's report.

## Article 28.

### Power of the Tribunal to Summon Witnesses

1. At the request of one or more parties and where the Tribunal considers it necessary, the Tribunal shall have the power to summon witnesses to appear at the hearing. The expenses of witnesses shall be borne by the requesting party or allocated by the Tribunal.

2. Where a witness has been duly summoned by the Tribunal but fails to

appear at the hearing without a legitimate reason, and such absence causes obstacle to the dispute resolution, the Tribunal may submit a written application to the competent Court to issue an order summoning the witness to appear at the hearing. The application shall specify the subject matter of the dispute, the full name and address of the witness, the reasons for summoning the witness, and the time and venue at which the witness is required to be present.

3. If a duly summoned witness fails to appear, the Tribunal shall determine whether to postpone the hearing or to proceed with the hearing on the basis of the documents and evidence readily available.

## ■ Article 29.

### Power of the Tribunal to Order Interim Measures

1. The Tribunal may, at the request of a party, issue an order or decision granting one or more interim measures applicable to a party to the arbitration. The interim measures include:

- a) Prohibition of any change in the status quo of the assets in dispute;
- b) Prohibition of or order that any party to the dispute to perform one or more specific acts to prevent conduct that may adversely affect the arbitral proceedings;
- c) Seizure of the assets in dispute;
- d) Order of preservation, storage, sale or disposal of any property of one or more parties to the arbitration;
- dd) Order of provisional payment between the parties to the arbitration;
- e) Prohibition of transfer of property rights with respect to the assets in dispute.

2. The procedures for granting, modifying, supplementing, and revoking interim measures shall be in accordance with the applicable law.

3. During the course of the arbitral proceedings, if a party has already applied to a Court for one or more interim measures under paragraph 1 of this Article and subsequently submits an application to the Tribunal for the same interim measures, the Tribunal shall decline and return the application. Any party that has applied to a Court for an interim measure shall immediately notify the Centre of such an application.

4. An application for interim measures to a Court shall not be deemed to be a waiver of the arbitration agreement or a waiver of the right to resolve the dispute by arbitration.

## CHAPTER V: HEARINGS, DECISION ON THE RECOGNITION OF SUCCESSFUL MEDIATION, ARBITRAL AWARD, AND TERMINATION ORDER

### Article 30.

#### Hearings

1. The Tribunal shall fix the time and the venue of hearings unless the parties have agreed otherwise. The Tribunal may conduct the hearings in-person, virtually, in a hybrid format, or by any other means the Tribunal considers appropriate.
2. The summons to attend the hearing shall be sent by the Centre to the parties at least 15 days prior to the date of the hearing, unless otherwise agreed by the parties. In case of postponement of the hearing or where the Tribunal holds further hearings, the subsequent summons shall be sent by the Centre to the parties no less than ten (10) days prior to the subsequent date of the hearing, unless otherwise agreed by the parties or decided by the Tribunal.
3. The hearings shall be held in camera, unless otherwise agreed by the parties.
4. The parties shall have the right to invite witnesses and persons who protect their legal rights and interests to attend hearings, and shall notify the Tribunal prior to the date of the hearings. The Tribunal, on its own initiative or at the request of a party, shall have the power to invite the organizations or individuals to conduct inspection and valuation of assets, as well as experts stipulated in Article 26 and Article 27 of the Rules to attend the hearings. Subject to the consent of the parties, the Tribunal may allow other persons to attend the hearings.

### Article 31.

#### Postponement of hearings

1. A party or the parties may, if there is a legitimate reason, request the Tribunal to postpone the hearings. A request for postponement of the hearing must be in writing, specifying the reasons with the evidence attached, and submitted to the Centre. The Tribunal shall decide on whether the request for postponement is granted or declined and the period of postponement, and shall notify the parties accordingly.
2. If the Centre does not receive the request for postponement at least 07 (seven) working days prior to the scheduled date of hearing and if such a request is granted, the requesting party shall bear all accrued expenses

related to the organization of the hearing, including the expenses of the other party, the Tribunal, and the Centre, as well as other accrued expenses. The Tribunal shall have the power to determine such expenses.

3. Where there is a legitimate reason or objective hindrance/hardship, the Tribunal, on its own discretion, may determine to postpone the hearing and notify the parties accordingly.

## Article 32.

### Absence of parties

1. The Claimant, who has been duly summoned to attend a hearing but fails to appear without a legitimate reason or leaves the hearing without the permission of the Tribunal, shall be deemed to have withdrawn the Request for Arbitration. In such a situation, the Tribunal shall only proceed with the dispute resolution if being so requested by the Respondent or there is a Counterclaim pending for the Tribunal's determination.

2. Where there is not a Counterclaim pending for the Tribunal's determination and the Respondent has been duly summoned to attend the hearing but fails to appear without a legitimate reason or leaves the hearing without the permission of the Tribunal, the Tribunal shall proceed to resolve the dispute on the basis of the documents and evidence readily available.

The Respondent, who has a Counterclaim and has been duly summoned to attend the hearing but fails to appear without a legitimate reason or leaves the hearing without the permission of the Tribunal, shall be deemed to have withdrawn the Counterclaim.

3. The Tribunal may, at the request of the parties, rely on the documents and evidence readily available to proceed with the hearing without the presence of parties. The Tribunal may still proceed with the hearing where a party requests to be absent from such a hearing.

## Article 33.

### Jurisdiction of the Tribunal

1. The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of arbitration agreement. For that purpose, an arbitration agreement which forms a part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail the invalidity of the arbitration agreement.

2. Before considering the merits of the dispute, the Tribunal shall consider the existence of arbitration agreement, the validity of arbitration agreement, whether or not the arbitration agreement is capable of being performed, and its scope of jurisdiction, regardless of whether or not there is any objection raised by any party.

Where the dispute falls within the jurisdiction of the Tribunal, the Tribunal shall declare its jurisdiction and then proceed to resolve the dispute.

Where the Tribunal concludes that the arbitration agreement does not exist, or is invalid, or incapable of being performed, the Tribunal shall make a decision to declare its lack of jurisdiction, and to terminate the dispute resolution.

3. The conclusion of the Tribunal on its own jurisdiction shall be delivered in writing either in the form of a separate Decision on Jurisdiction or in the form of part of the Arbitral Award.

4. During the course of the arbitral proceedings, if a party finds that the Tribunal acts in excess of its scope of jurisdiction, it shall promptly raise objection to such action before the Tribunal. The Tribunal shall consider and decide upon such an objection.

## ■ Article 34.

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### Mediation

At the request of the parties, the Tribunal may conduct mediation. Where the parties reach a successful mediation, a minute of successful mediation shall be made and signed by the parties and Arbitrators or the Sole Arbitrator. The Tribunal shall then make a Decision on recognition of successful mediation. The Decision of the Tribunal shall be final and as valid as the Arbitral Award.

## ■ Article 35.

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### Principles for making Arbitral Awards and Decisions of the Tribunal

Where the Tribunal comprises three Arbitrators, any Arbitral Award or Decision of the Tribunal shall be made by a majority of the Arbitrators. If there is no majority, the Arbitral Award or decisions of the Tribunal shall be made by the Presiding Arbitrator alone.

## Article 36.

### Arbitral Award

1. The Arbitral Award shall be made in writing and shall include the following:

- a) The date and the place of the Arbitral Award;
- b) Names and addresses of the Claimant(s) and Respondent(s);
- c) Names of the Arbitrators or the Sole Arbitrator;
- d) Summary of the Request for Arbitration, the Request for Counterclaim (if any), and the issues in dispute;
- d) Reasons for the Arbitral Award, unless the parties have agreed that no reasons are to be given;
- e) Outcome of the dispute resolution;
- g) Time limit for complying with the Arbitral Award;
- h) Allocation of arbitration costs and other relevant costs;
- i) Signatures of the arbitrators.

2. Where an arbitrator fails to sign the Arbitral Award, the Presiding Arbitrator shall record this in the Arbitral Award and state the reasons therefor. In such a case, the Arbitral Award shall remain valid and effective.

3. The Arbitral Award shall be made within 30 days from the date of the close of the final hearing.

4. Immediately upon being made, the Tribunal shall transmit the Arbitral Award to the Centre. The Centre shall then promptly serve the original or a copy of the Arbitral Award to the parties. The parties may request the Centre to provide certified copies of the Arbitral Award.

5. The Arbitral Award shall be final and binding on the parties and shall take effect from the date on which it is made. 5. The Arbitral Award shall be final and binding on the parties and shall take effect from the date on which it is made.

## Article 37.

### Correction and interpretation of the Arbitral Award; making of an Additional Arbitral Award

1. Unless otherwise agreed by the parties as to the time limit, within 30 days of

receipt of the Arbitral Award, a party may request the Tribunal to correct any clerical, typographical, printing, or incorrect computation, or any errors of a similar nature in the Arbitral Award, and shall immediately notify the other party of such a request. If the Tribunal considers the request to be justified and is satisfied that the other party has been notified, it shall issue a Decision on correction within 30 days of receipt of the request.

2. Within 30 days from the date the Arbitral Award is made, the Tribunal may, on its own initiative, issue a Decision on correction in respect of the errors referred to in paragraph 1 of this Article and shall immediately notify the parties thereof.

3. Unless otherwise agreed by the parties as to the time limit, within 30 days of receipt of the Arbitral Award, a party may request the Tribunal to provide interpretation of a specific point or part of the Arbitral Award and shall immediately notify the other party. If the Tribunal considers the request to be justified and is satisfied that the other party has been notified, it shall issue a Decision on Interpretation within 30 days of receipt of the request.

4. Unless otherwise agreed by the parties as to the time limit, within 30 days of receipt of the Arbitral Award, a party may request the Tribunal to make an additional Arbitral Award with respect to requests or claims that have been presented in the course of the arbitral proceedings but not yet recorded in the Arbitral Award, and shall immediately notify the other party. If the Tribunal considers the request to be justified and is satisfied that the other party has been notified, it shall make an additional Arbitral Award within 45 days of receipt of the request.

5. Where necessary, the Tribunal may extend the period of time for correction of the Arbitral Award, interpretation of the Arbitral Award, or making of additional Arbitral Award pursuant to paragraphs 1, 3, and 4 of this Article.

6. A Decision on correction or on interpretation, or An additional Arbitral Award shall constitute part of the Arbitral Award and shall be transmitted by the Centre to the parties upon being issued.

## Article 38.

### Termination of dispute resolution

1. The arbitration proceeding for resolution of dispute shall be terminated in the following circumstances:

a) The Claimant or Respondent being an individual dies without anyone inheriting his or her rights and obligations; the Claimant or Respondent being an organization has terminated its obligation, become bankrupt, or been dissolved, consolidated, merged, demerged, separated, or has converted its organizational form without any organization taking over its rights and obligations;

b) The Claimant withdraws Request for Arbitration, except where the Respondent files a Counterclaim;

c) The Claimant shall be deemed to have withdrawn the Request for Arbitration in accordance with paragraph 1 Article 32 of this Rules, except where the Respondent files a Counterclaim or requests to proceed with the dispute resolution;

d) The parties reach an agreement on the termination of the dispute resolution;

d) The Tribunal concludes that the arbitration agreement does not exist, or is invalid, or incapable of being performed, pursuant to paragraph 2 of this Article of these Rules;

e) There is a Decision of a Court concluding that the dispute does not fall within the jurisdiction of the Tribunal, that there is no arbitration agreement, or that the arbitration agreement is invalid or incapable of being performed.

2. The Tribunal shall make a decision terminating the dispute resolution. Where the Tribunal is not yet constituted, the Centre's President shall make the decision to terminate dispute resolution.

## CHAPTER VI. COSTS OF ARBITRATION

### Article 39.

#### Costs of Arbitration

Costs of arbitration include:

1. Remuneration of Arbitrators;
2. The Centre's administrative expenses;
3. Expenses for travelling, accommodation, and other relevant expenses of the arbitrator(s) as set out in the Centre's Guidelines in effect at the time of expenses estimation; and the costs of other assistance requested by the Tribunal;
4. Expenses for inspection and valuation of asset, and expert consultation; and
5. Expenses for other services provided by the Centre.

### Article 40.

#### Payment of Costs of Arbitration

1. Following the filing of the Request for Arbitration, unless otherwise agreed by the parties, unless otherwise agreed by the parties, in accordance with the Centre's request and the Schedule of Arbitration Costs in effect at the time of submitting the Request for Arbitration, the Claimant shall pay in full the costs set out in paragraphs 1 and 2 of Article 39 of these Rules within the time limit fixed by the Centre.

The Claimant may request an extension of time for payment of arbitration costs and shall submit such request to the Centre before the expiry of the relevant fixed time limit. Within 5 working days of receipt of the extension request, the Centre shall notify the Claimant in writing whether the request is granted or declined.

Where the Claimant fails to pay the arbitration costs in full within the time limit fixed by the Centre, the Claimant shall be deemed to have withdrawn its Request for Arbitration, without prejudice to the Claimant's right to submit those claims in a new Request for Arbitration.

2. Where there is a Counterclaim being submitted, unless otherwise agreed by the parties, in accordance with the Centre's request and the Schedule of Arbitration Costs in effect at the time of submission, the Respondent shall pay in full the arbitration costs set out in paragraphs 1 and 2 of Article 39 of these Rules within the time limit fixed by the Centre.

Failing such payment within the fixed time limit, the Respondent shall be deemed to have withdrawn its Counterclaim.

The Respondent may request an extension of time for payment of arbitration costs and shall submit such request to the Centre before the expiry of the relevant fixed time limit. Within 5 working days of receipt of such request, the Centre shall notify the Respondent in writing whether the request is granted or declined.

Where the Respondent fails to pay the arbitration costs in full within the time limit fixed by the Centre, the Respondent shall be deemed to have withdrawn its Counterclaim.

3. After the constitution of the Tribunal and at the request of the Centre, the expenses prescribed in paragraphs 3 and 5 of Article 39 of these Rules must be advanced by either party. The Centre may consult the Tribunal to prepare a budget plan and to determine which party or parties are required to advance such expenses and then notify the parties accordingly. Unless otherwise agreed by the parties, within the time limit fixed by the Centre, a party who is so requested shall make the advance payment in full. The Centre may request one party to advance such expenses on behalf of the other party for the arbitral proceedings to continue. If the advance is not paid in full, the Tribunal shall suspend the proceedings at the request of the Centre.

4. The expenses prescribed in paragraph 4 of Article 39 of these Rules shall be paid at the request of the Centre in accordance with paragraph 4 of Article 26 and Article 27 of these Rules. If such expenses are not paid in full, the Tribunal shall resolve the dispute on the basis of the readily available documents and evidence.

5. The Centre shall calculate the expenses as prescribed in paragraphs 3 and 5 of Article 39 of these Rules and notify the Tribunal for allocation pursuant to Article 41 of these Rules.

Under the Tribunal's decision on allocation of costs and expenses pursuant to Article 41 of these Rules, if the advance exceeds the actual expenses, the Centre shall refund amount in excess; if the actual expenses exceed the advance, the parties shall pay the shortfall at the request of the Centre.

Within 30 days of the Tribunal's decision on the allocation of costs set out in Articles 39(3), 39(4), and 39(5) of these Rules, a party may request the Centre to provide a detailed breakdown of such expenses.

## Article 41.

### Decision on costs of arbitration and other expenses

1. The Tribunal shall allocate the costs of arbitration, unless otherwise agreed by the parties.

2. The parties may submit claims for legal costs or other costs in the Request for Arbitration or the Counterclaim. The Tribunal shall have the power to order a party to pay all or part of the legal costs or other reasonable costs incurred by the other party.

## CHAPTER VII. MISCELLANEOUS

### Article 42.

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#### Confidentiality

1. Unless otherwise agreed by the parties or required by law, the hearings, the arbitral proceedings, and all documents and materials relating to the arbitration shall be confidential and shall not be made public.
2. The internal communications of the Centre, communications between the Centre and the Tribunals, and communications among members of the Tribunal relating to the dispute resolution at the Centre are kept confidential.
3. Arbitrators, personnel of the Centre including the President, the Vice President, the Secretariat, and the staff, the parties, counsels, representatives, witnesses, experts, interpreters, inspectors, and any other relevant entities, individuals shall not disclose or provide any information or documents in relation to the dispute to any third party, unless otherwise agreed by the parties or otherwise provided by law.

### Article 43.

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#### Losing right to Object

During the course of an arbitration proceeding, if a party knows that any provision of the applicable arbitration law, of these Rules, or an agreement of the parties relating to the arbitration have not been complied with, such a party may request the Tribunal to carry out appropriate remedies, subjected to the Tribunal's consideration and decision.

During the course of an arbitration proceeding, if a party knows that any provision of the applicable arbitration law, of these Rules, or an agreement of the parties relating to the arbitration have not been complied with, such a party must state its objection in writing before the expiry of any time limit provided in these Rules for such objection, or in the absence of such time limit, prior to the declaration of the final hearing by the Tribunal. Failing said time limit, it shall be deemed to have lost its right to object in arbitration or before the Court. A party exercising its right to object must state its objection in writing together with supporting documents and evidence.

### Article 44.

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#### Exclusion of liability

1. Arbitrators, personnel of the Centre, including the President, the Vice President,

Secretary General, the Secretariat, the Advisory Board, and the staff of the Centre shall not be liable for any act or omission in connection with the content or the issuance of decisions, awards and other documents or any procedural irregularities during arbitration, except to the extent that it can be demonstrated that such act or omission or mistake was carried out fraudulently or dishonestly.

2. After the final award or the decision on recognition of successful mediation, or decision to terminate dispute resolution has been made, or the possibilities of correction, interpretation, or additional awards have lapsed or been exhausted, the parties shall be deemed to have agreed that VIAC, Arbitrators, personnel of VIAC including the President, the Vice President, Secretary General, the Secretariat, and staffs shall not be under any obligation to make any statements, explanations, or responses in connection with any arbitration, subject to provisions of law otherwise. In all circumstances, the parties to arbitration waive the right to request, seek leave to summon, invite VIAC, Arbitrators, personnel of VIAC including the President, the Vice President, the Secretariat, and the staff, to participate as any roles in any legal proceedings at the court or arbitration, or administrative procedures, or any other proceedings with regard to the arbitration cases, unless otherwise provided by law.

3. By agreeing to resolve the dispute at the Centre and/or under VIAC Rules, the parties shall be deemed to have agreed that the exclusion of liability provisions under this Article is fair and reasonable.

## Article 45.

### General provisions

1. The Centre does not itself resolve disputes. Disputes shall be resolved by Tribunals.

2. The President of the Centre shall have the power to interpret any provisions of these Rules. In all matters not expressly provided for in these Rules, the Centre and the Tribunal shall act in the spirit of these Rules and make all efforts for the dispute to be resolved in a fair, efficient, expeditious, and transparent manner. The Tribunal shall have the power to interpret the decisions or the substance/merits of the documents issued by them.

3. During the court proceedings to set aside the arbitral award, a party may request the Court to suspend the setting aside proceedings, so as to enable the Tribunal to take such measures and procedures as it considers appropriate to eliminate the grounds for setting aside the arbitral award.

4. Except as otherwise provided in these Rules, decisions of the Centre, the Centre's President, the Vice President of the Centre, the Secretary General, and the Secretariat concerning matters relating to the dispute shall be final, and reasons need not be given.

5. The President of the Centre may authorize the Vice President of the Centre to make decisions on the President's behalf as provided in these Rules.

6. The Counsels authorized by the Centre's President, shall perform their duties in arbitral proceedings in accordance with the law on arbitration and these Rules.

7. The Centre may authorize its branches to perform its functions as provided in these Rules.

## APPENDIX I. CRITERIA OF ARBITRATORS RESOLVING DISPUTES AT THE VIETNAM INTERNATIONAL ARBITRATION CENTRE

### Article 1.

#### General Provisions

1. This Appendix sets out the criteria that any person who is selected by one or more parties or is appointed to be an Arbitrator must satisfy in order to act as an arbitrator in arbitrations administered by the Vietnam International Arbitration Centre.
2. The person selected or appointed to be an Arbitrator satisfies the requirements for arbitrators prescribed by the applicable arbitration law and those set out in this Appendix.

### Article 2.

#### Criteria of Language capacity

1. The person selected or appointed to be an Arbitrator shall provide a written confirmation that he or she possesses sufficient language capability to resolve the dispute expeditiously in the language of the arbitration, unless such language is his or her native language. In special circumstances, the person selected or appointed to be an Arbitrator shall make appropriate arrangements by himself or herself, including arranging suitable translation or interpretation support to resolve the dispute expeditiously in the language of the arbitration.
2. Where the dispute is conducted in more than one language, the person selected or appointed to be an Arbitrator must have sufficient language capability to resolve the dispute in at least one (01) of the languages of the arbitration, and shall provide a written undertaking confirming that he or she possesses sufficient capability, or will make appropriate arrangements (including arranging suitable translation or interpretation support), to resolve the dispute expeditiously in the remaining languages of the arbitration.

### Article 3.

#### Criteria of Arbitration expertise and experience

The person selected or appointed to be an Arbitrator resolving disputes at the Center must satisfy the following criteria:

1. Be listed on the Centre's List of Arbitrators at the time of receiving the notification of his or her selection or appointment; or

2. Fall within one of the following circumstances:

2.1 Have obtained a university degree in a specific field of expertise and have at least 15 (fifteen) years of work experience in that field; or hold a status of membership or higher in an international arbitration association, a credible arbitration institute, or of similar organization with a minimum tenure of 01 (one) year and have at least 15 (fifteen) years of work experience; or have obtained a bachelor's, master's, or doctoral degree from a domestic or foreign institution in a discipline related to international arbitration and have at least 15 (fifteen) years of work experience; and

2.2 Have acted as an Arbitrator in at least 05 (five) international or domestic arbitrations and have participated in the drafting of at least 03 (three) arbitral awards.

## APPENDIX II. EXPEDITED PROCEDURE

### Article 1.

#### General Provisions

1. This Appendix shall apply to arbitrations conducted under the Expedited Procedure pursuant to Article 24 of these Rules. For any matters not provided for in this Appendix, the Centre or the Arbitral Tribunal shall apply these Rules and the relevant regulations.
2. The Centre or the Arbitral Tribunal shall have the authority to shorten any time limit prescribed in these Rules and this Appendix where deemed necessary.
3. Unless agreed otherwise by the parties, the Centre or the Arbitral Tribunal may decide to conduct all or part of the arbitral proceedings on electronic platforms, including but not limited to the submission or service of notifications and documents in electronic form, and the holding of meetings or hearings through online means.
4. During arbitral proceedings under the Expedited Procedure, if new circumstances arise rendering the dispute no longer suitable to be conducted under the Expedited Procedure, the President of the Centre shall have the power, either on his or her own initiative or upon the request of a party or the parties, and after consulting the parties and the Arbitral Tribunal, to decide to discontinue the application of the Expedited Procedure. In such case, the Arbitral Tribunal already constituted shall continue to resolve the dispute under the Standard Procedure, unless the President of the Centre decides otherwise.

### Article 2.

#### Number of Arbitrators and Constitution of the Arbitral Tribunal

1. When the Expedited Procedure applies, the Arbitral Tribunal shall consist of a Sole Arbitrator, unless agreed otherwise by the parties, in which case the Arbitral Tribunal shall consist of three arbitrators.
2. Where the parties have agreed that the Arbitral Tribunal shall comprise three arbitrators, unless the parties have agreed otherwise regarding the procedure for constituting the Arbitral Tribunal, each party shall have the right to select one arbitrator within 07 days from the Centre's notice. If the Centre does not receive the notification within the time limit, the Centre's President shall appoint an arbitrator on behalf of such party within 03 working days from the expiry of the time limit. The Centre's President shall appoint the Presiding Arbitrator within 03 days from the date on which the two arbitrators agree to serve as arbitrators to resolve the dispute.
3. Where the Arbitral Tribunal consists of a sole arbitrator, the parties shall jointly select the Sole Arbitrator within seven (07) days from the Centre's notice. If the Centre does not receive notice of the Sole Arbitrator jointly selected by the parties within this time limit, the Centre's President shall appoint the Sole Arbitrator within 03 days from the expiry of the time limit.

### Article 3.

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#### Submissions of Documents and Evidence by the Parties

When the Expedited Procedure applies, the Arbitral Tribunal shall have the authority to fix the time limits and the manner in which the parties must submit their documents and evidence. Documents and evidence that are submitted in non-compliance with the time limits or manner determined by the Arbitral Tribunal and without justified reasons may be regarded as an abuse intended to hinder or delay the issuance of the arbitral award. In this case, the Arbitral Tribunal shall have the authority to disregard such documents and evidence.

### Article 4.

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#### Hearing

1. At the request of a party, the Arbitral Tribunal may, on the basis of the case documents, proceed with the hearing for the resolution of the dispute in the absence of that party.

2. Unless the Arbitral Tribunal decides otherwise, the hearing of the resolution of the dispute shall be conducted online, in a hybrid format, or by any other means that the Arbitral Tribunal considers appropriate.

### Article 5.

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#### Arbitral Award

The arbitral award shall be rendered no later than 02 months from the date on which the Centre notifies the parties of the constitution of the Arbitral Tribunal, and the Centre may extend such time limit where necessary. In any event, the arbitral tribunal shall be rendered within thirty (30) days from the date of the closure of the final hearing.

## APPENDIX III. MODEL ARBITRATION CLAUSE

### A.

#### B. Expedited Procedure Model Clause

Tiếng Việt:

*"Mọi tranh chấp phát sinh từ hoặc liên quan đến hợp đồng này sẽ được giải quyết bằng trọng tài tại Trung tâm Trọng tài Quốc tế Việt Nam (VIAC) theo Quy tắc tố tụng trọng tài của VIAC".*

Ngoài ra, các bên có thể bổ sung:

- (a) Số lượng trọng tài viên [một hoặc ba]
- (b) Địa điểm trọng tài là [thành phố và/hoặc quốc gia]
- (c) Luật áp dụng cho hợp đồng là [...] \*
- (d) Ngôn ngữ trọng tài là [...] \*\*

Tiếng Anh:

*"Any dispute arising out of or in relation with this contract shall be resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration"*

Parties may wish to consider adding:

- (a) Number of arbitrators shall be [one or three]
- (b) Place of arbitration shall be [city and/or country]
- (c) Governing law of the contract [is/shall be] the substantive law of [...]\*
- (d) Language to be used in the arbitration proceedings shall be [...] \*\*

## APPENDIX III. MODEL ARBITRATION CLAUSE

### B.

#### Expedited Procedure Model Clause

Tiếng Việt:

*"Mọi tranh chấp phát sinh từ hoặc liên quan đến hợp đồng này sẽ được giải quyết bằng trọng tài tại Trung tâm Trọng tài Quốc tế Việt Nam (VIAC) theo Quy tắc tố tụng trọng tài của VIAC."*

*Các bên thỏa thuận rằng tố tụng trọng tài sẽ được tiến hành theo thủ tục rút gọn của Quy tắc VIAC".*

Ngoài ra, các bên có thể bổ sung:

- (a) Số lượng trọng tài viên [một hoặc ba]
- (b) Địa điểm trọng tài là [thành phố và/hoặc quốc gia]
- (c) Luật áp dụng cho hợp đồng là [...] \*
- (d) Ngôn ngữ trọng tài là [...] \*\*

Tiếng Anh:

*"Any dispute arising out of or in relation with this contract shall be resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration.*

*The parties agree that the arbitration shall be conducted in accordance with the Expedited Procedure under VIAC's Rules of Arbitration".*

Parties may wish to consider adding:

- (a) Number of arbitrators shall be [one or three]
- (b) Place of arbitration shall be [city and/or country]
- (c) Governing law of the contract [is/shall be] the substantive law of [...]\*
- (d) Language to be used in the arbitration proceedings shall be [...] \*\*

\* Only apply to disputes which involve a foreign element.

\*\* Only apply to disputes which involve a foreign element or disputes in which at least one party is an enterprise with foreign investment capital..



VIETNAM INTERNATIONAL ARBITRATION CENTRE

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