

**RULES OF ARBITRATION**  
**OF**  
**VIETNAM INTERNATIONAL ARBITRATION CENTRE**

*(In force as from 01 July 2026)*

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**RULES OF ARBITRATION  
OF THE VIETNAM INTERNATIONAL ARBITRATION CENTRE**

**(In force as from 01 July 2026)**

**CHAPTER I. GENERAL PROVISIONS**

**Article 1. Scope of Application**

1. The Rules of Arbitration of the Vietnam International Arbitration Centre (*“these 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 these Rules, and shall be applied if these Rules refer to them.
3. The arbitral proceedings under these Rules include Standard Procedure and Expedited Procedure. Unless the Expedited Procedure applies, the arbitrations shall be conducted under the Standard Procedure.
4. These Rules shall apply to arbitral proceedings commencing from 1<sup>st</sup> July 2026, unless the parties have agreed otherwise. By agreeing to submit their dispute to the Centre or to apply these Rules, the parties shall be deemed to have agreed to be bound by these 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 these 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. “*Arbitral 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, claiming that its legitimate rights and interests have been infringed. Claimant refers to one or more claimants.
5. “*Respondent*” is the party against whom a Claimant initiates arbitration on the grounds that the Claimant's legitimate 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 II. “*Expedited Procedure*” means the proceedings conducted in accordance with Article 24, Appendix II and other relevant provisions of these 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 Arbitral 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 Arbitral Tribunal, one copy to the other party, and to file one copy.

If so determined by the Arbitral Tribunal or agreed upon by the parties, notices and documents may be delivered by one party or the parties to the other party, with simultaneous copies to the Arbitral Tribunal and the Centre.

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; or
  - (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 may be sent by delivery in person, registered post or courier service, facsimile, 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 actually received by the parties, as evidenced by delivery receipts, proof of direct delivery, or other records confirming delivery; or on the day on which the last attempt was made to deliver such notice or document to the addressee's address in accordance with paragraphs 2 or 3 of this Article.
  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 Arbitral Tribunal may, in its 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 legitimate rights and interests and participate in the arbitral proceedings.

2. The Arbitral Tribunal or the Centre, where the Arbitral Tribunal has not yet been constituted, shall have the power to request the parties to provide proof of the authority of any person participating in the arbitral proceedings or the capacity of any person protecting the legitimate rights and interests of the parties.
3. The Arbitral Tribunal or the Centre, where the Arbitral Tribunal has not yet been constituted, shall have the power to determine the form of authorization. Any objection in relation to the scope, substance, or validity of the authorization documents shall be finally decided by the Arbitral Tribunal.

## **CHAPTER II. COMMENCEMENT OF ARBITRATION**

### **Article 5. Commencement of Arbitration**

Unless otherwise agreed by the parties and except for the circumstances prescribed in point a of paragraph 5 of Article 7 of these 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 arbitration.

### **Article 6. Multiple Contracts**

1. Where disputes arise out of or in connection with more than one arbitration agreement, the Claimant shall:
  - (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, together with a request to resolve all claims arising under the arbitration 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 President of the Centre shall, within 05 working days from the date on which the Claimant pays the arbitration costs in full, decide whether the request to resolve all claims arising under the arbitration agreements in one single arbitration is granted, provided that the following conditions are satisfied:

- (a) The claims arise out of related contracts, or the same transaction, or a series of transactions;
- (b) The questions of law or fact under the arbitration agreements are similar; and
- (c) The arbitration agreements are compatible.

Where necessary, the Centre may request the Claimant to provide explanations or additional documents before the President of the Centre decides whether to grant the request.

- 3. Where the President of the Centre 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 President of the Centre 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 President of the Centre. Within 07 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 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.

- 4. 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 declining, 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 a request to the Centre to appoint a Sole Arbitrator in accordance with 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 sufficient number of copies in accordance with paragraph 1 of Article 3 of these Rules.
  5. 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 arbitration shall be deemed to 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. 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 07 working days from the date of receipt of the Request for Arbitration in accordance with paragraph 2 of Article 7, together with the arbitration agreement, other relevant documents, and the arbitration costs as stipulated in Articles 39 and 40 of these Rules, deliver to the Respondent a Notice, the Request for Arbitration, the arbitration agreement and other relevant documents.

## **Article 9. 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 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 a request to the Centre to appoint a Sole Arbitrator in accordance with 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 Arbitral 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 content of the dispute;
  - (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 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 and Article 40 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 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 Arbitral Tribunal or the Centre, if the Arbitral Tribunal has not yet 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 dispute.

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 shall be concurrently resolved with the Request for Arbitration by the same Arbitral 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 Arbitral 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 concerning the selected Arbitrator.
3. If the parties' agreed procedure for the constitution of the Arbitral 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 President of the Centre, after consulting the parties, shall have the authority to apply the corresponding provisions of Articles 13 and 14 of these Rules to constitute the Arbitral Tribunal.
4. In making decisions on the appointment of Arbitrators under these Rules, the President of the Centre 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 a lawyer for either the Claimant or the Respondent; and shall

not engage in any private meeting or private communication with any party or their representatives or counsels with respect to issues relating to 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 find 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, and sign the Arbitrator's Statement issued by the Centre.

Throughout the course of arbitral proceedings, an Arbitrator, following guidance 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 the 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 Arbitral Tribunal comprising three Arbitrators shall be as follows:

1. The Claimant shall select an Arbitrator or request the President of the Centre to appoint an Arbitrator. Where there are multiple Claimants, all Claimants shall jointly select an Arbitrator or jointly request the President of the Centre 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 President of the Centre 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 President of the Centre 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 President of the Centre 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 these Rules, the President of the Centre shall appoint an Arbitrator on behalf of the Claimant or the Respondent.

Where the Claimant submits a request to resolve all claims in one single arbitration pursuant to point b of paragraph 1 of Article 6 of these Rules and the President of the Centre declines, in whole or in part, such a request of the Claimant, if the Claimant requests the Centre to appoint an Arbitrator, the President of the Centre shall issue a decision appointing an Arbitrator on behalf of the Claimant within 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 15 days from the date on which the Arbitrator, who was selected by the Respondent or appointed by the President of the Centre, receives the notification of the selection or appointment, the two Arbitrators shall jointly select the Presiding Arbitrator of the Arbitral

Tribunal and notify the Centre. The selected Presiding Arbitrator must meet all criteria set out in the arbitration law and Appendix I of these Rules and the Centre shall have the power to request related information of such a person. If the aforementioned 15-day time limit expires and the election cannot be made or the Centre does not receive the notification, within 07 days from the expiry of such time limit, the President of the Centre shall appoint the Presiding Arbitrator of the Arbitral Tribunal. In other cases, the Presiding Arbitrator of the Arbitral Tribunal shall be appointed by the President of the Centre.

5. Prior to the constitution of the Arbitral 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 constitution of the Arbitral Tribunal shall be suspended.

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

6. Prior to the constitution of the Arbitral 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 constitution of the Arbitral Tribunal shall be suspended.

Based on the decision of the President of the Centre 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 President of the Centre 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 Arbitral Tribunal, if there is an application for the Expedited Procedure made in accordance with paragraph 3 of Article 24 of these Rules, the constitution of the Arbitral Tribunal shall be suspended.

Where the application for Expedited Procedure is granted by the President of the Centre, the constitution of the Arbitral Tribunal shall be conducted in accordance with the provisions of Article 24 and Appendix II to these Rules. Where the President of the Centre declines the application of the Expedited Procedure, the constitution of the Arbitral 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 otherwise, the constitution of an Arbitral Tribunal comprising 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 parties 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 from the parties within the 30-day period as prescribed in paragraph 1 of this Article, the President of the Centre 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 of arbitrations in accordance with Article 17 or request for joinder in accordance with Article 18, the constitution of the Arbitral Tribunal shall be suspended.

Based on the decision of the President of the Centre 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 such a notification, the President of the Centre 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 Arbitral Tribunal, if there is an application for the Expedited Procedure made in accordance with paragraph 3 of Article 24 of these Rules, the constitution of the Arbitral Tribunal shall be suspended.

Where the application of the Expedited Procedure is granted, the constitution of the Arbitral Tribunal shall proceed in accordance with Article 24 and Appendix II to these Rules. Where the President of the Centre 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 Arbitrators**

1. Throughout 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 of 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 Arbitral Tribunal has not yet been constituted, the replacement of an Arbitrator shall be decided by the President of the Centre. Where the Arbitral Tribunal has been constituted, the replacement of an Arbitrator shall be decided by the remaining members of the Arbitral Tribunal within the time limit fixed by the Centre. If the remaining members of the Arbitral Tribunal fail to do so, the President of the Centre shall make the decision. In any other case, the President of the Centre shall decide the request.

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

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

4. Where the remaining members of the Arbitral Tribunal or the President of the Centre decide to replace an Arbitrator, the substitute Arbitrator shall be selected or appointed in accordance with Article 13 or Article 14 of these Rules, or appointed by the President of the Centre within 07 days from the date of the decision on replacement, to ensure the expeditious and efficient conduct of the arbitral proceedings. The Arbitrator who has been replaced shall not be reselected by the parties or reappointed by the President of the Centre.

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

5. The Centre or the Arbitral 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 Arbitral 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 Arbitral Tribunal shall have the power to conduct the arbitral proceedings in such manner as it considers appropriate. The Arbitral Tribunal shall conduct the arbitral proceedings fairly and impartially, expeditiously and efficiently.
2. As soon as practicable after the constitution of the Arbitral Tribunal, where necessary, the Arbitral Tribunal may, on its own initiative or at the request of a party, convene a case management conference with the parties to discuss the procedural sequence and timetable of the dispute.
3. Any case management conference may be conducted in person, online, or in a hybrid form, or any other appropriate form.
4. At the case management conference, the Arbitral 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 Arbitral Tribunal considers necessary. In addition to the foregoing, the Arbitral 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 Arbitral 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 by other means. The Arbitral Tribunal shall have the power to adjust any time limits set out in the timetable for the arbitration as it considers necessary.
6. At the case management conference or at any appropriate stage of the arbitral proceedings, the Arbitral 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 Arbitral 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 Arbitral 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 or the parties, the President of the Centre 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 President of the Centre shall take into account the circumstances and other relevant factors. Such circumstances and factors may include the progress of the constitution of the Arbitral

Tribunal, any similarity in the composition of the Arbitral Tribunal 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 include 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, and 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 (if any);
  - (e) The parties' views on the constitution of the Arbitral 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 Arbitral 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 an individual.

Where necessary, the Centre may request a party or the parties to provide clarifications or additional documents before the President of the Centre decides whether to grant the request under paragraph 1 of this Article.

3. The the President of the Centre 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 Arbitral Tribunal to examine and decide upon its own jurisdiction.
4. Where the President of the Centre decides to grant the request for consolidation of arbitrations in part or in whole, the arbitrations shall be consolidated into the arbitration that commenced first, unless the parties have agreed 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 President of the Centre 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 Claimant(s), one or more Respondent(s) to an arbitration 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 Claimant, the Respondent and the additional party;
  - (c) The case reference numbers of the pending arbitration; a summary of the disputes;
  - (d) A statement of the factual and legal grounds supporting the request, 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 an individual.

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 a party or the parties to provide clarifications or additional documents before a decision on the request for joinder is made pursuant to paragraph 4 of this Article.
4. After the requesting party pays the relevant fee as notified by the Centre, the Arbitral Tribunal, or the President of the Centre where the Arbitral 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 Arbitral 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 President of the Centre to decline a request under paragraph 2 of this Article shall be without prejudice to the right of any party to the dispute to resubmit such request to the Arbitral Tribunal for its consideration and determination.
6. Any decision by the President of the Centre or the Arbitral Tribunal under paragraph 4 of this Article shall be without prejudice to the power of the Arbitral 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 for the replacement of an Arbitrator in accordance with Article 15 of these Rules.
8. Where the request is granted under paragraph 4 of this Article, the parties to the dispute shall be entitled to amend or supplement the Request for Arbitration, Counterclaim and Statement of Defence. The Tribunal, or the Centre where the Arbitral 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. Applicable law**

1. For disputes without a foreign element, the Arbitral Tribunal shall apply the law of Vietnam to resolve the dispute.
2. For disputes with a foreign element, the Arbitral Tribunal shall apply the law agreed by the parties; in the absence of such agreement, the Arbitral Tribunal shall determine to apply the law it considers the most appropriate.

3. The Arbitral 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 Arbitral Tribunal may apply international customs to resolve the dispute.

#### **Article 20. Place of Arbitration**

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

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

#### **Article 21. 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 an enterprise with foreign investment capital.
2. For disputes with a foreign element or disputes in which at least one party is an enterprise with foreign investment capital, the language of arbitration shall be as agreed by the parties. In the absence of such agreement, the Arbitral Tribunal shall determine the language or languages to be used in arbitral proceedings, taking into account 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 Arbitral Tribunal or the Centre, where the Arbitral Tribunal has not yet been constituted, shall have the power to require 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 Counterclaim; Amendment and/or Supplement to the Request for Arbitration, Counterclaim, Statement of Defence and/or Statement of Defence to the Counterclaim**

1. Prior to the Arbitral Tribunal making the Arbitral Award, the parties have the right to withdraw, in part or in whole, the Request for Arbitration and/or the Counterclaim. Any withdrawal of the Request for Arbitration and/or the Counterclaim shall be made in writing in a sufficient number of copies pursuant to paragraph 1 of Article 3 of these Rules.
2. A party 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 made in writing in a sufficient number of copies in accordance with paragraph 1 of Article 3 of these Rules. The Arbitral Tribunal shall have the power to disallow the amendment and/or the supplement if the Arbitral 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. Throughout the course of arbitral proceedings, for the purpose of discharging its functions of organizing and coordinating the conduct of dispute resolution, the Centre may convene administrative conferences with the parties to provide guidance and consult on any procedural matters of the dispute and matters falling within the authority of the President of the Centre under these Rules. The administrative conferences may be conducted in person, online, or in any other appropriate form.
2. After the Arbitral Tribunal has been constituted, the Centre shall convene the administrative conferences referred to in paragraph 1 of this Article after notifying the Arbitral 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 Expedited Procedure set out in this Article and Appendix II of these Rules shall apply where the parties have agreed so prior to the Centre's notification of the constitution of the Arbitral Tribunal.

2. For disputes arising on the basis of arbitration agreements concluded after the date on which these Rules came into force, by agreeing to apply these Rules or to resolve the 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 President of the Centre under paragraph 5 of this Article.
3. At any time prior to the Centre's notification of the constitution of the Tribunal, a party or the parties may request the application of 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 on which the Request for Arbitration is submitted;
  - (b) The circumstances of the case are suitable for resolution under the Expedited Procedure;
  - (c) The parties have agreed on the application of the Expedited Procedure.
4. The Centre may consult the parties prior to making a decision on the application of the Expedited Procedure. 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 his or her own initiative or at the request of one or more of the parties, having regard to the circumstances set out in points a, b, and c of paragraph 3 of this Article and the views of a party or the parties (if any), shall determine whether to grant the application of the Expedited Procedure to the arbitration.
6. Where the President of the Centre 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 President of the Centre 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 agreed in writing to exclude the application of the Expedited Procedure.

#### **Article 25. Power of the Arbitral Tribunal to Verify Facts**

1. Throughout the course of arbitral proceedings, the Arbitral 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, in hybrid form or any other appropriate form.

2. Throughout the course of arbitral proceedings, the Arbitral 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 Arbitral Tribunal to Collect Evidence**

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

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

5. Where the Arbitral Tribunal or a party or the parties has 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, audio and visual materials, 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 Arbitral 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 Arbitral Tribunal shall resolve the dispute based on the documents and evidence readily available.

#### **Article 27. Tribunal-Appointed Experts**

1. The Arbitral Tribunal, on its own initiative or at the request of a party or the parties, shall have the power to consult one or more experts about issues related to the resolution of the disputes. After consulting the parties, the Arbitral Tribunal shall establish the terms of reference for the expert, the list of experts and other relevant issues.
2. The Arbitral Tribunal shall consult the parties regarding the expenses of expert consultation. The expenses shall be advanced by the requesting party or allocated by the Arbitral Tribunal. In all cases, if the expenses of expert consultation are not paid in full, the Arbitral Tribunal shall resolve the dispute based on the documents and evidence readily available.
3. The Arbitral Tribunal shall have the power to request a party or the parties to provide relevant information and documents which shall be transmitted by the Centre to the appointed experts for their reports.

At the request of the Arbitral Tribunal, a party or the parties shall 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 Arbitral Tribunal.

4. Upon receipt of the expert's report, the Centre shall deliver its copies to the Arbitral Tribunal and all parties for their submission of comments on the report within a time limit fixed by the Arbitral 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 Arbitral Tribunal shall, on its own initiative or at the request of a party, invite the expert to attend a hearing by appropriate means. At a hearing, the parties shall have the right to present their opinions and to examine the expert with regard to the content of the expert's report.

## **Article 28. Power of the Arbitral Tribunal to Summon Witnesses**

1. At the request of a party or the parties and where the Arbitral Tribunal considers it necessary, the Arbitral 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 Arbitral Tribunal.
2. Where a witness has been duly summoned by the Arbitral Tribunal but fails to appear at the hearing without a legitimate reason, and such absence causes an obstacle to the resolution of the dispute, the Arbitral 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 Arbitral 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 Arbitral Tribunal to Order Interim Measures**

1. The Arbitral Tribunal may, at the request of a party, order one or more interim measures applicable to a party or the parties. The interim measures include:
  - (a) Prohibition of any change in the status quo of the assets in dispute;
  - (b) Prohibition of any specific action by any party to the dispute, or order that any party to the dispute take one or more specific actions, which aims to prevent conduct adverse to the conduct of the arbitral proceedings;
  - (c) Seizure of the assets in dispute;
  - (d) Order of preservation, storage, sale or disposal of any property of a party or the parties to the dispute;
  - (dd) Order of provisional payment between the parties;
  - (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. Throughout 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 Arbitral Tribunal for the same interim measures, the Arbitral 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 Arbitral Tribunal shall determine the time and the venue of hearings unless the parties have agreed otherwise. The Arbitral Tribunal may conduct the hearings in person, online, in hybrid form, or in any other form the Arbitral 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 Arbitral Tribunal holds further hearings, the subsequent summons shall be sent by the Centre to the parties at least 10 days prior to the subsequent date of the hearing, unless otherwise agreed by the parties or decided by the Arbitral Tribunal.
3. Hearings shall be held in private, unless otherwise agreed by the parties.
4. The parties shall have the right to invite witnesses and persons who protect their legitimate rights and interests to attend hearings and shall notify the Arbitral 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 organisations or individuals to conduct inspection and valuation of assets, as well as experts stipulated in Article 26 and Article 27 of these Rules to attend the hearings. Subject to the consent of the parties, the Arbitral 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 Arbitral 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 Arbitral Tribunal shall decide whether the request for postponement is granted and the period of postponement so that the Centre shall promptly notify the parties.
2. If the Centre does not receive the request for postponement at least 07 working days prior to the scheduled date of the hearing, the requesting party shall bear all costs incurred in connection with the organisation of the hearing, including the costs of the other party, the Arbitral Tribunal and the Centre, and any other arising costs. The Arbitral Tribunal shall have the power to consider and determine such costs.
3. Where there are legitimate reasons or objective obstacles, the Tribunal, at its own discretion, may determine to postpone the hearing and notify the Centre so that the Centre shall promptly notify the parties accordingly.

### **Article 32. Absence of the 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 Arbitral Tribunal, shall be deemed to have withdrawn the Request for Arbitration. In such a situation, the Arbitral Tribunal shall only proceed with the dispute resolution if so requested by the Respondent or there is a Counterclaim pending for the Arbitral Tribunal's determination.
2. Where the Respondent has not submitted 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 Arbitral Tribunal, the Arbitral Tribunal shall proceed to resolve the dispute based on the documents and evidence readily available.

The Respondent, who has submitted 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 Arbitral Tribunal, shall be deemed to have withdrawn the Counterclaim.

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

### **Article 33. Jurisdiction of the Arbitral Tribunal**

1. The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null and void shall not automatically entail the invalidity of the arbitration clause.
2. Before considering the merits of the dispute, the Arbitral Tribunal shall consider the existence of the arbitration agreement, the validity of the arbitration agreement, whether or not the arbitration agreement is capable of being performed, and its scope of jurisdiction, regardless of whether or not any objection is raised by any party.

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

3. The conclusion of the Arbitral 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. Throughout the course of the arbitral proceedings, if a party finds that the Arbitral Tribunal is acting in excess of the scope of its jurisdiction, such a party shall have the right to raise an objection to the Arbitral Tribunal for its consideration and decision.

### **Article 34. Mediation**

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

### **Article 35. Principles for making Arbitral Awards and Decisions of the Tribunal**

Where the Arbitral Tribunal comprises three Arbitrators, any Arbitral Award or decision of the Arbitral Tribunal shall be made by a majority of the Arbitrators. If there is no majority, the Arbitral Award or decision of the Arbitral 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 Counterclaim (if any), and the issues in dispute;
  - (dd) Reasons for the Arbitral Award, unless the parties have agreed that no reasons are to be given;
  - (e) Determination of the resolution of the dispute;
  - (g) Time limits for implementation of the Arbitral Award;
  - (h) Allocation of costs of arbitration and other relevant expenses;
  - (i) Signatures of the Arbitrators or the signature of the Sole Arbitrator.
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 still be valid.
3. The Arbitral Award shall be made within 30 days from the date of the close of the final hearing.
4. The Arbitral Tribunal shall send the Arbitral Award to the Centre immediately after the date on which it is made. The Centre shall then promptly send an original or a copy of the Arbitral Award to the parties. The parties shall have the right to request the Centre to provide additional copies of the Arbitral Award and shall pay fees as provided by the Centre.

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 Arbitral Tribunal to correct any spelling, printing, or typographical errors, or any error of a similar nature, any numerical errors due to a mistake or incorrect computation in the Arbitral Award, and shall immediately notify the other party of such a request. If the Arbitral Tribunal considers the request to be justified and there is proof that the request has been notified to the other party, it shall make a decision on correction within 30 days from the date of receipt of the request.
2. Within 30 days from the date the Arbitral Award is made, the Arbitral Tribunal may, on its own initiative, make 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 from the date of receipt of the Arbitral Award, a party may request the Arbitral Tribunal to provide interpretation of a specific point or part of the Arbitral Award and shall immediately notify the other party. If the Arbitral Tribunal considers the request to be justified and there is proof that the request has been notified to the other party, it shall make a decision on interpretation within 30 days from the date of receipt of the request.
4. Unless otherwise agreed by the parties as to the time limit, within 30 days from the date of receipt of the Arbitral Award, a party may request the Arbitral 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 Arbitral Tribunal considers the request to be justified and there is proof that the request has been notified to the other party, it shall make an additional Arbitral Award within 45 days from the date of receipt of the request.
5. Where necessary, the Arbitral Tribunal may extend the period of time for correction of the Arbitral Award, interpretation of the Arbitral Award, or making of an additional Arbitral Award pursuant to paragraphs 1, 3, and 4 of this Article.

6. A decision on correction, a decision on interpretation, or an additional Arbitral Award shall be sent by the Centre to the parties upon being made and shall constitute part of the Arbitral Award.

### **Article 38. Termination of dispute resolution**

1. The arbitral proceeding for the resolution of the dispute shall be terminated in the following circumstances:
  - (a) The Claimant or the Respondent being an individual dies without anyone inheriting his or her rights and obligations; the Claimant or the Respondent being an organisation has terminated its operation, become bankrupt, or been dissolved, consolidated, merged, demerged, separated, or has converted its organisational form without any organisation taking over its rights and obligations;
  - (b) The Claimant withdraws the Request for Arbitration, except where there is a pending Counterclaim;
  - (c) The Claimant shall be deemed to have withdrawn the Request for Arbitration pursuant to paragraph 1 of Article 32 of these Rules, except where there is a pending Counterclaim or the Respondent requests to proceed with the dispute resolution;
  - (d) The parties reach an agreement on the termination of the dispute resolution;
  - (dd) The Arbitral Tribunal concludes that the arbitration agreement does not exist, or is invalid, or is incapable of being performed, pursuant to paragraph 2 of Article 33 of these Rules;
  - (e) There is a decision of a court concluding that the dispute does not fall within the jurisdiction of the Arbitral Tribunal, that there is no arbitration agreement, or that the arbitration agreement is invalid or incapable of being performed.
2. The Arbitral Tribunal shall make a decision terminating the dispute resolution. Where the Arbitral Tribunal has not yet been constituted, the President of the Centre shall make the decision to terminate the dispute resolution.

## **CHAPTER VI. COSTS OF ARBITRATION**

### **Article 39. Costs of Arbitration**

Costs of arbitration include:

1. The expenses for the remuneration of Arbitrators;
2. The Centre's administrative expenses for the resolution of the dispute;
3. The expenses for travel, accommodation, and other relevant expenses of the Arbitrator(s) as stipulated in the Centre's guidelines in effect at the time of expense estimation; and the costs for other assistance at the request of the Arbitral Tribunal;
4. The expenses for inspection, valuation of assets, and consultation of experts;
5. The expenses for the use of facilities and other services provided by the Centre.

#### **Article 40. Payment of Costs of Arbitration**

1. Following the submission of the Request for Arbitration, unless otherwise agreed by the parties, in accordance with the Centre's request and the Schedule on Costs of Arbitration in effect at the time of submission, the Claimant shall pay in full the expenses 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 and shall submit such a request to the Centre before the expiry of the relevant fixed time limit. Within 05 working days from the date of receipt of the request, the Centre shall grant or decline an extension in writing.

Where the Claimant fails to pay these expenses in full within the time limit fixed by the Centre, the Claimant shall be deemed to have withdrawn the Request for Arbitration, without prejudice to its right to submit 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 on Costs of Arbitration in effect at the time of submission, the Respondent shall pay in full the expenses set out in paragraphs 1 and 2 of Article 39 of these Rules within the time limit fixed by the Centre.

The Respondent may request an extension of time for payment and shall submit such a request to the Centre before the expiry of the relevant fixed time limit. Within 05 working days from the date of receipt of the request, the Centre shall grant or decline an extension in writing.

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

3. The expenses set out in paragraphs 3 and 5 of Article 39 of these Rules shall be advanced upon the request of the Centre after the Arbitral Tribunal is constituted. The Centre shall consult the Arbitral Tribunal to prepare an estimate of expenses and determine whether a party or the parties shall advance such expenses and notify the parties accordingly. Unless otherwise agreed by the parties, within the time limit fixed by the Centre, the requested party or parties shall advance these expenses in full. The Centre may request a party to advance these expenses on behalf of the other party for the arbitral proceedings to proceed. If these expenses are not advanced in full, the Arbitral Tribunal shall suspend the resolution of the dispute upon the request of the Centre.
4. The expenses set out in paragraph 4 of Article 39 of these Rules shall be paid upon the request of the Centre in accordance with paragraph 3 of Article 26 and Article 27 of these Rules. If these expenses are not paid in full, the Arbitral Tribunal shall resolve the dispute based on the documents and evidence readily available.
5. The Centre shall calculate the expenses set out in paragraphs 3 and 5 of Article 39 of these Rules and notify the Arbitral Tribunal for allocation pursuant to Article 41 of these Rules. On the basis of the Arbitral Tribunal's decision on allocation of expenses pursuant to Article 41 of these Rules, if the advance exceeds the actual expenses, the amount in excess may be refundable; if the actual expenses exceed the advance, the parties must pay the shortfall upon the request of the Centre.

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

#### **Article 41. Decision on Costs of Arbitration and Other Expenses**

1. The Arbitral Tribunal shall allocate the costs of arbitration, unless otherwise agreed by the parties.
2. The parties may submit claims for recovery of legal costs and other expenses in the Request for Arbitration or in the Counterclaim. The Arbitral Tribunal shall have the power to decide that a party shall bear all or part of the reasonable legal costs and expenses incurred by the other party.

## CHAPTER VII. MISCELLANEOUS

### **Article 42. Confidentiality**

1. Unless otherwise agreed by the parties or otherwise provided 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 Arbitral Tribunals, and communications among members of the Arbitral Tribunals relating to the dispute resolution at the Centre are confidential information.
3. Arbitrators, personnel of the Centre including the President, the Vice Presidents, the Secretary General, the Secretariat, and the staff members; the parties, their representatives, persons protecting their legitimate rights and interests; witnesses, experts, interpreters, inspectors; and any other relevant entity, individual shall not disclose or provide any information or document relating to the dispute to any third party, unless otherwise agreed by the parties or otherwise provided by law.

### **Article 43. Losing Right to Object**

1. During the arbitral proceedings, where a party discovers that any provision of the arbitration law, these Rules, or the arbitration agreement has not been complied with, such party may request the Arbitral Tribunal to take such measures as may be necessary for the Arbitral Tribunal's consideration and determination.
2. During the arbitral proceedings, where a party discovers a breach of any provision of the arbitration law, these Rules, or the arbitration agreement, such party must raise its objection within the specific time limit prescribed in these Rules, or, if no such time limit is prescribed, no later than the time at which the Arbitral Tribunal declares the hearing to be the final hearing. When exercising the right to object, the party must do so in writing and provide supporting documents and evidence. Failure to raise an objection within the applicable time limit shall constitute a waiver of the right to object before the Arbitral Tribunal or before a Court.

#### **Article 44. Exclusion of Liability**

1. Arbitrators, the Centre, and personnel of the Centre, including the President, the Vice Presidents, the Secretary General, the Advisory Board, the Secretariat, and the staff members of the Centre, shall not be liable for any act or omission, whether negligent or otherwise, in connection with the substance or the procedure for issuing decisions, awards, or other documents, or for any procedural irregularity in the course of the arbitral proceedings, save where it can be proven that such act, omission, or irregularity was carried out fraudulently or dishonestly.
2. After the Arbitral Award, the decision on recognition of successful mediation, or decision to terminate dispute resolution has been made, or the possibilities of correction, interpretation, or additional Arbitral Awards have lapsed or been exhausted, the parties shall be deemed to have agreed that Arbitrators, the Centre, personnel of the Centre including the President, the Vice Presidents, the Secretary General, the Advisory Board, the Secretariat and the staff members of the Centre shall not be under any obligation to make statements, explanations, or responses to any person about any matter concerning the dispute. In all circumstances, the parties to the dispute waive the right to request, summon, or invite the Centre, Arbitrators, personnel of the Centre including the President, the Vice Presidents, the Secretary General, the Advisory Board, the Secretariat and the staff members to participate as any role in any legal proceeding at the court or arbitration, or administrative procedures, or any other proceeding related to the dispute, unless otherwise provided by law.
3. By referring their dispute to the Centre and/or to these Rules, the parties shall be deemed to have agreed that the exclusion of liability under this Article is fair and reasonable; and the parties shall be deemed to have waived any right to file a petition or claim compensation against Arbitrators, the Centre or personnel of the Centre.

#### **Article 45. General Provisions**

1. The Centre does not itself resolve disputes. Disputes shall be resolved by Arbitral Tribunals.
2. The President of the Centre shall have the power to interpret any provisions of these Rules. The Arbitral Tribunals shall have the authority to interpret the decisions or other documents made by them. In all matters not expressly provided for in these Rules, the Centre and the

Arbitral Tribunal shall act in the spirit of these Rules and make all efforts to resolve the dispute in a fair, efficient, transparent, and expeditious manner.

3. During the consideration by the court of a request for setting aside of an Arbitral Award, a party may request the court to suspend the consideration of the request for setting aside, so as to enable the Arbitral Tribunal to take measures and adopt procedures it considers appropriate to eliminate the grounds for setting aside the Arbitral Award.
4. Unless otherwise provided in these Rules, decisions of the Centre, the President of the Centre, the Centre's Vice Presidents, the Secretary General, and the Secretariat with regard to matters relating to the dispute shall be final, and the reasons need not be given.
5. The President of the Centre may authorize the Centre's Vice Presidents to make decisions within the President's jurisdiction as provided in these Rules.
6. Members of the Secretariat of the Centre shall be authorized by the President of the Centre to perform the functions and duties of the Centre in arbitral proceedings pursuant to the arbitration law and these Rules.
7. The Centre shall authorize its branches to perform functions and duties of the Centre in arbitral proceedings pursuant to the arbitration law and these Rules.

**APPENDIX I. CRITERIA OF ARBITRATORS TO RESOLVE 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 to act as an Arbitrator in arbitrations administered by the Vietnam International Arbitration Centre.
2. The person selected or appointed to be an Arbitrator must satisfy each and every requirement 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 undertaking that he or she personally possesses sufficient language capability to resolve the dispute in the language of the arbitration expeditiously and efficiently. In special circumstances, the person selected or appointed to be an Arbitrator shall provide a written undertaking that he or she will personally arrange suitable interpretation or translation support
2. Where the arbitration 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 language proficiency, or will make appropriate arrangements (including arranging suitable translation or interpretation support) to conduct the proceedings expeditiously in the remaining languages.

**Article 3. Criteria of Arbitration Expertise and Experience**

The person selected or appointed to be an Arbitrator resolving disputes at the Centre 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 President of the Centre 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 working 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 President of the Centre shall appoint the Sole Arbitrator within 03 days from the expiry of the time limit.

### **Article 3. 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 disregard of 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. 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 form, or in any other form that the Arbitral Tribunal considers appropriate.

### **Article 5. 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 award shall be rendered within thirty (30) days from the date of the closure of the final hearing.

## APPENDIX III. MODEL ARBITRAL CLAUSE

### A. Model Arbitration Clause

*“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 [...] \*\*

*Notes:*

*\* For disputes which involve a foreign element.*

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

### B. Expedited Procedure Model Clause

*“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 Arbitrator]
- (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 [...] \*\*

*Notes:*

*\* For disputes which involve a foreign element.*

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