



INTERNATIONAL UNION  
OF COMMERCE AND INDUSTRY  
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AMERICAN INTERNATIONAL COMMERCIAL  
ARBITRATION COURT  
USA, 1209 N Orange Street,  
Wilmington, DE 19801-1120  
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TRANSCONTINENTAL  
ARBITRATION CORPORATION  
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Phone +12024700848 (Washington),  
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<http://tac.court-inter.us>



**ADDRESSEES:**

**RESPONDENT:**

\_\_\_\_\_  
\_\_\_\_\_

**ARBITRATION INSITUION:**

American International Commercial Arbitration Court - AICAC (LLC; Wilmington, USA)  
of the International Union of Commerce and Industry (Limited; London, UK)  
Secretariat of the American International Commercial Arbitration Court  
USA, 5010, Northwest Dr., Bellingham, WA 98226

**SENDER – INITIATOR:**

\_\_\_\_\_  
\_\_\_\_\_

No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
Country and city of the sender: \_\_\_\_\_  
Degree of confidentiality of correspondence: \_\_\_\_\_

\_\_\_\_\_

The language of further statement of the documents is English

**NOTICE OF ARBITRATION**

**I. Statement of emergence of the grounds for the announcement of legal claims to the contractor under the commercial contract:**

Dear ladies and gentlemen, interested persons or authorized representatives of such persons, who are directly legally involved in execution of the Contract No. \_\_\_\_\_ of \_\_/\_\_/201\_\_, concluded between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as the "Contract"), or have been authorized to officially participate in settlement of disputes related to this Contract.

Hereby the company \_\_\_\_\_ has the honor and considers it necessary to file its claims against the company \_\_\_\_\_, which arise from the abovementioned Contract. In this regard, we decided to use the arbitration clause set forth in item \_\_\_\_\_ of this Contract in order to initiate international arbitration in relation to protection of the legitimate rights and interests of our company violated by the counterparty.

\_\_\_\_\_ guarantees that when deciding to initiate the arbitration and drawing up this notice, we did not seek to obtain any undue benefit in any form, to insult or to mislead anyone or to avoid any legal responsibility. \_\_\_\_\_ seeks a fair, objective and legally valid



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consideration of a commercial dispute with the company \_\_\_\_\_. We are ready to accept and execute any reasonable arbitration award.

In view of the foregoing, we ask all the aforementioned persons to take into account this notice and, within the scope of their authority, to take all the necessary actions related to participation in the arbitration proceedings and proper legal protection of their rights and interests, as well as the rights and interests of interested third parties.

In accordance with the Article 6 of the AICAC Regulations, below is the complete list of information and arguments, which are mandatory for initiation of arbitration proceedings in the AICAC, and by which \_\_\_\_\_ substantiates its claim against the respondent.

## **II. PARTIES:**

**Claimant:** \_\_\_\_\_

**Respondent:** \_\_\_\_\_

**Interested third parties:** \_\_\_\_\_

## **III. A DEMAND THAT THE DISPUTE BE REFERRED TO ARBITRATION:**

### **The Claimant hereby asks the Respondent and the AICAC to:**

- accept this Notice as the legal fact, which officially initiates the arbitration proceedings in accordance with the content of the arbitration clause and the competence of the Arbitration institution, which are established in item \_\_\_\_\_ of the Contract, and taking into account the claims of the claimant;
- voluntarily and conscientiously take part in the arbitration proceedings initiated by this Notice in accordance with the legal rules applicable to the Contract and the arbitration;
- provide, within the framework of the arbitration proceedings, all necessary documents and explanations, which can ensure the most effective, objective, fair and legally valid settlement of the dispute;
- comprehensively contribute to the proper conduct of arbitration and making the effective final award.

## **IV. COMPETENCE OF THE ARBITRATION COURT:**

The competence of the American International Commercial Arbitration Court (AICAC) to consider a commercial dispute between the Claimant and the Respondent arises from the arbitration clause drawn up (agreed upon) by these parties in item \_\_\_\_\_ of the Contract.

The arbitration clause in the Contract is identical to the full version of the official AICAC arbitration clause, which contains the reference to the AICAC Regulations. It can be used freely by the persons concerned (<http://court-inter.us/node/38>). In accordance with this arbitration clause, the



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competence of the AICAC to consider the disputes between the parties, which arise from the said Contract, is exceptional and indisputable.

Full arbitration clause, which is stated in item 12.2 of the Contract:

"Any disputes, controversies, claims or demands arising from this Contract or relating to it, as well as those related to execution, breach, termination or invalidity of the Contract, which the Parties cannot settle through negotiations and reconciliation, shall be finally settled in the American International Commercial Arbitration Court (LLC) in accordance with its Regulations. The proper law of the Contract – the substantive law of \_\_\_\_\_. Number of arbitrators - \_\_\_\_\_. Place of arbitration proceedings with participation of the Parties – the city of \_\_\_\_\_ (\_\_\_\_\_). Language of arbitration proceedings - English".

**V. CONTRACT:**

The controversy between \_\_\_\_\_ and \_\_\_\_\_ arises from the Contract concluded between them, in accordance with which:

1. The Respondent - \_\_\_\_\_ undertook to do the following: \_\_\_\_\_  
\_\_\_\_\_ - under the following conditions:  
\_\_\_\_\_.
2. The Claimant - \_\_\_\_\_ undertook to do the following: \_\_\_\_\_  
\_\_\_\_\_ - under the following conditions:  
\_\_\_\_\_.

The contract is concluded for \_\_\_\_\_ year(s). It provides for the fulfillment of a set of mutual obligations by its parties.

In order to find more about the content of the Contract (**Annex 1**), Document No. 2 (**Annex 2**) and Document No. 3 (**Annex 3**), one can read the copies of these documents attached to this notice.

**VI. STATEMENT OF THE MATTER IN DISPUTE:**

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**VII. LEGAL QUALIFICATION OF FACTS, DOCUMENTARY AND EMPIRICAL EVIDENCE:**

No.	Document/regulatory act	Established fact	Legal qualification of the fact
1.	Contract ( <b><u>Annex 1</u></b> )		



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2.	Document No. 2 ( <b>Annex 4</b> )		

## **VIII. GENERAL CONCLUSION MADE AFTER THE LEGAL QUALIFICATION OF FACTS, DOCUMENTARY AND EMPIRICAL EVIDENCE:**

## **IX. DETERMINATION OF THE AMOUNT IN DISPUTE:**

## **X. CONTENTS OF THE STATED CLAIMS:**

In view of the foregoing, hereby the Claimant asks the AICAC to satisfy the following claims against the Respondent:

1. ...
2. ...

## **XI. COMPOSITION OF THE ARBITRAL TRIBUNAL**

In the arbitration clause, approved by the Claimant and the Respondent in the item \_\_\_\_ of the Contract, it is established that a possible dispute between the Parties shall be considered by the arbitral tribunal consisting of 3 (three) arbitrators of the AICAC.

In accordance with the Article 10 of the AICAC Regulations:

- 1) In order to build an arbitral tribunal consisting of three arbitrators and to consider a dispute in the Arbitration Court, arbitrators shall be selected from the Official Register of the Arbitration Court judges.
- 2) When, according to the will of the parties, the possible dispute is to be considered in the Arbitration Court by the arbitral tribunal consisting of three arbitrators, in case of a dispute between the parties, each of them may appoint one arbitrator.
- 3) Two arbitrators appointed by the parties shall select the third member of the arbitral tribunal.
- 4) The Chairman of the arbitral tribunal shall be approved in accordance with the rules established in the Article 10 of the AICAC Regulations.

## **XII. NOTICE OF THE APPOINTMENT OF THE ARBITRATOR**

Hereby, for its part, the Claimant requests the appointment of a member of the arbitral tribunal, expected to consider the dispute between the Claimant and the Respondent, - \_\_\_\_\_ (\_\_\_\_\_).

## **XIII. PLACE OF ARBITRATION**

In the arbitration clause, approved by the Claimant and the Respondent in the item 12.2 of the Contract, it is established that a possible dispute between the Parties shall be considered with their participation in the city of \_\_\_\_\_ (\_\_\_\_\_).



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#### **XIV. DATES OF ARBITRATION**

The Claimant requests that the AICAC arbitration tribunal, elected by the Parties, establish the **dates** of consideration of the dispute between the Claimant and the Respondent taking into account the interests of all participants of the proceedings.

#### **XV. GUARANTEES FOR THE PAYMENT OF ARBITRATION FEES**

The Claimant hereby guarantees to pay the part of the arbitration fees, which the Claimant is obliged to pay. The amount of such payment, as well as the terms and mechanisms of payment are determined in accordance with the rules of the AICAC Regulations. The Claimant is also ready to provide the Respondent with assistance in paying the Respondent's part of such fees.

#### **XVI. ANNEXES TO THE NOTICE**

##### **A) Statement of Claim**

##### **B) Annexes (documents):**

- ...  
- ...

On behalf of the Claimant – Company \_\_\_\_\_  
\_\_\_\_\_ (Position, Last name, First name)