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AMERICAN INTERNATIONAL COMMERCIAL
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REGULATIONS of AMERICAN INTERNATIONAL COMMERCIAL ARBITRATION COURT Procedures of Inspection and Protection of Commodity and Financial Operations

1. Inspection of commodity or financial operations is a special form of participation of the AICAC in the fulfillment by a party to a contract of its commodity or financial liability arising out of the contract in favor of the counter party.
2. Inspection implies participation of the AICAC in a commercial or financial operation as an Inspector, Agent or Auditor.
3. Inspection is usually performed by the AICAC at the initiative of the party to a contract, for whose benefit the counter party must fulfill a commodity or financial liability, provided that the contract between these parties does not provide for the obligations of the parties for nonparticipation of third persons in the performance of the contract. In the case of a letter of credit inspection, the participation of the AICAC in the procedure of fulfillment of commodity or financial liabilities may be initiated by either party to the contract or both of them.
4. Inspection lies in an interested party or parties to a contract delegating authority to the AICAC to represent the interests of these persons in the performance of commodity or financial operations arising from the relevant commercial contract.
5. The party concerned, which is a party to a corresponding commercial contract, may apply to the AICAC for conducting inspections in the presence of any of the following circumstances:
 - 5.1. If the interested party requires advisory services or other qualified assistance due to the complexity of the commodity or the financial operation which makes up the content of the liability to be fulfilled, or the acceptance of performance of the liability;
 - 5.2. If the interested party is a reasonable suspicion of the possibility of non-fulfillment or improper fulfillment of the counter party's contractual obligations or the possibility of the counter party attempting to defraud the contractor with respect to the timeliness and completeness of fulfillment of the liability;
 - 5.3. If the parties to the contract are in a state of legal conflict (controversies in respect of fulfillment of their contractual obligations) and, in this regard, there is need for legal fixation with the participation of the AICAC of the facts of possible nonfulfillment or improper fulfillment (in the framework of the relevant commodity or financial operation) of the counter party's obligations in favor of the interested party;
 - 5.4. If the parties to the contract are in a state of legal conflict (controversies in respect of fulfillment of their contractual obligations) and, in this regard, the interested party, which accepts the fulfillment of the contractual liability, deems it necessary to involve the AICAC in the capacity of an agent authorized to represent the interested party in the acceptance of fulfillment, to fix the level of compliance of the fulfillment with the contractual terms and to make a decision on behalf of the interested party on the acceptance, partial acceptance or non-acceptance of fulfillment.
 - 5.5. If the parties to the contract are in a state of legal conflict (controversies in respect of fulfillment of their contractual obligations) and, in this regard, the interested party who performs the fulfillment of contractual obligations have agreed with the counter party on the involvement of the AICAC as an agent authorized to accept fulfillment of the liability from the interested party in favor of the counter party on terms of short-term storage of commodity or

money, to confirm this fact to the contractor and to give him the obtained assets subject to a duly confirmed fulfillment of a reciprocal obligation for the benefit of the interested party (letter of credit inspection).

6. Depending on the circumstances due to which inspection may be initiated and the contents of the powers delegated to the AICAC by an interested party (parties), in this procedure, the AICAC may act in the following capacities:

6.1. "Inspector" is a status of the AICAC based on the authority delegated by the persons concerned in the cases provided for in pp. 4.1.-4.3. of these Regulations and consisting in the AICAC performing relevant advisory or auxiliary functions.

6.2. "Agent" is a status of the AICAC based on the authority delegated by the persons concerned in the cases provided for in p. 4.4. of these Regulations and consisting in the AICAC performing relevant active representation functions.

6.3. "Auditor" is a status of the AICAC based on the authority delegated by the persons concerned in the cases provided for in p. 4.5. of these Regulations and consisting in the AICAC performing relevant representation and revision functions.

7. When performing inspection, the AICAC does not acquire any property rights in relation to the contracting parties, except for the right to compensation for the value of inspection services and related expenses.

8. In the course of inspection, the contracting parties do not acquire any property rights in relation to the AICAC, except for the right to demand the performance of inspection obligations and transfer of assets temporarily stored by the AICAC due to the performance of inspection obligations.

9. The procedure of inspection is executed by a special agreement between the interested party and the AICAC with the obligatory notice of the counter party on the conclusion of the agreement.

10. All issues related to the inspection, which are not specially regulated by these Regulations, shall be settled by an agreement referred to in p. 8 of these Regulations and in accordance with internal acts of the AICAC.

11. The AICAC sets out results of the inspection in an Inspection Report.

12. The cost of inspection procedures to be paid by the interested party or jointly by the parties to a contract has the following values:

12.1. Inspection in the status of an Inspector - \$ 10,000.0;

12.2. Inspection in the status of an Agent - \$ 15,000.0;

12.3. Inspection in the status of an Auditor - 0.5% of the value of the commodity or financial operation subjected to inspection, but not less than \$ 20,000.0.

13. Besides the cost of inspection procedures, the interested party or the parties to a contract jointly compensate the AICAC for all the costs directly related to or associated with the procedures for conducting inspections.

14. The cost of inspection procedures and compensations in favor of the AICAC shall be paid by the interested party or jointly by the parties to a contract on the basis of an invoice issued by the AICAC.