

VIAC
VIAC
VIAC
VIAC

GUIDELINES FOR ARBITRATORS

VIAC
VIAC

VIENNA RULES 2021 AND VIENNA INVESTMENT ARBITRATION RULES 2021
(IN THE VERSION OF 1 JANUARY 2025)

TABLE OF CONTENTS

I. INTRODUCTION	3
1. VIAC	3
2. PURPOSE AND SCOPE OF THE GUIDELINES	3
II. ARBITRAL PROCEEDINGS	3
1. CASE ADMINISTRATION BY VIAC	3
2. VIAC PORTAL	4
3. WRITTEN COMMUNICATIONS	4
4. ONGOING DUTY TO DISCLOSE	4
5. TRIBUNAL SECRETARY	5
6. PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL	5
7. MODALITIES OF HEARINGS	6
8. REGULATORY COMPLIANCE	6
9. LANGUAGES OF CORRESPONDENCE	6
10. CASE FILE	7
III. COSTS	7
1. COMPOSITION OF THE ADVANCE ON COSTS	7
2. CHANGE IN THE AMOUNT OF DISPUTE	7
3. ADVANCE ON COSTS FOR ADDITIONAL PROCEDURAL COSTS	8
4. DETERMINATION OF COSTS BY THE SECRETARY GENERAL	8
5. ARBITRATORS' FEES AND EXPENSES	9
6. PAYMENT TO THE ARBITRATORS	9
7. INVOICING OF ARBITRATORS' FEES	9
8. VALUE-ADDED TAX	10
IV. AWARDS	11
1. CLOSURE OF THE PROCEEDINGS	11
2. TIME LIMIT FOR RENDERING THE FINAL AWARD	11
3. DRAFT AWARD	11
4. FINALISING THE AWARD	12
V. APPENDIX 1	15
1. PURPOSE AND APPLICATION	16
2. GENERAL PRINCIPLES	16

3. PER DIEM AND OVERNIGHT ALLOWANCES	17
4. TRAVEL EXPENSES	18
5. OTHER EXPENSES	19
6. NONREFUNDABLE EXPENSES	19
7. TRIBUNAL SECRETARY	19
8. TRANSITIONAL PROVISION	19

I. INTRODUCTION

1. VIAC

1.1. The Vienna International Arbitral Centre (“VIAC”) is the Permanent International Arbitration Institution of the Austrian Federal Economic Chamber (“AFEC”). VIAC administers domestic and international arbitrations as well as proceedings pursuant to other alternative dispute resolution methods, if the parties have agreed upon the VIAC Rules of Arbitration (“Vienna Rules”), the VIAC Rules of Mediation (“Vienna Mediation Rules”), the VIAC Rules of Investment Arbitration (“Vienna Investment Arbitration Rules”), the VIAC Rules of Investment Mediation (“Vienna Investment Mediation Rules”); or if it has been otherwise agreed or foreseen that VIAC should serve as the administering institution.

1.2. The structure of VIAC encompasses the VIAC Board, the VIAC Secretariat and the VIAC Advisory Boards. The VIAC Secretariat manages the administrative matters of VIAC except for matters reserved for the VIAC Board (Arts. 2 and 4 Vienna Rules). The Advisory Boards act in an advisory capacity (Art. 3 Vienna Rules). The profiles of the current members of the [VIAC Board](#), the [VIAC Secretariat](#) and the [VIAC Advisory Boards](#) are available on our website.

1.3. More information about VIAC and arbitral proceedings in general is available on our website: www.viac.eu.

2. PURPOSE AND SCOPE OF THE GUIDELINES

2.1. The VIAC Guidelines for Arbitrators (“Guidelines”) support arbitrators in proceedings under the Vienna Rules and promote efficient cooperation with VIAC.

2.2. The Guidelines provide practical guidance. They are not a comprehensive step-by-step guide to VIAC proceedings.

2.3. The Guidelines do not limit the arbitral tribunal’s independence or decision-making authority. However, the provisions governing cooperation between VIAC and arbitrators are binding on arbitrators. By signing the Arbitrators’ Acceptance of Office form, arbitrators acknowledge that these Guidelines are binding.

2.4. References in these Guidelines to the Vienna Rules relate to the relevant articles of both the Vienna Rules and the Vienna Investment Arbitration Rules 2021, as amended with effect from 1 January 2025.

II. ARBITRAL PROCEEDINGS

1. PURPOSE AND SCOPE OF THE GUIDELINES

1.1. Each arbitration case is assigned a unique case number, prefixed “ARB” (Vienna Rules) or “IARB” (Vienna Investment Arbitration Rules) and allocated to a Legal Counsel within the VIAC Secretariat. The assigned Legal Counsel serves as the primary point of contact for the parties, counsel and the Arbitral Tribunal in all case related matters.

1.2. Arbitrators are most welcome to address general case-management queries to the VIAC Secretariat. Contact details are available on the VIAC [website](#).

2. VIAC PORTAL

2.1. VIAC administers its cases on the VIAC Portal – an online case management platform hosted on HighQ, a cloud-based file sharing and collaboration software operated by Thomson Reuters. On the VIAC Portal, a separate case site will be opened for each case.

2.2. The case file will be transmitted to the arbitrators using the VIAC Portal. Upon transfer of the case file to the Arbitral Tribunal, VIAC will inform the Arbitral Tribunal and the parties which email addresses have access to the relevant case site; these are the registered users – i.e., those users who have accepted the [Terms of Use](#) of the VIAC Portal.

2.3. After transmission of the file, it is within the discretion of the Arbitral Tribunal to define the scope of use of the VIAC Portal. Arbitrators and parties are encouraged to use the VIAC Portal to the maximum extent possible.

2.4. The VIAC Secretariat will always use the VIAC Portal to transmit letters to registered users. After the termination of a proceeding, VIAC will notify all registered users prior to the final closure of a case site.

2.5. For more information about the characteristics and functionality of the VIAC Portal, please refer to the [VIAC Portal Guidelines and the VIAC Portal User Manual](#).

3. WRITTEN COMMUNICATIONS

3.1. After transmission of the file to the Arbitral Tribunal, all written communications and exhibits shall be sent to each party and each arbitrator in the manner stipulated by the Arbitral Tribunal. The VIAC Secretariat shall receive all written communications between the Arbitral Tribunal and the parties in electronic form (Art. 12 para. 2 Vienna Rules). This occurs automatically when the VIAC Portal is used. Where communications are sent by email, the Arbitral Tribunal shall ensure that the VIAC Secretariat is copied at office@viac.eu. VIAC recommends that arbitrators include this requirement expressly in Procedural Order Nr. 1.

3.2. If the VIAC Secretariat was not copied on an email communication between the parties and the Arbitral Tribunal, the Arbitral Tribunal shall forward it to the VIAC Secretariat without undue delay.

3.3. Internal correspondence among arbitrators including exchanges of drafts, coordination, deliberations, etc. shall not be sent to VIAC.

4. ONGOING DUTY TO DISCLOSE

4.1. When signing the Arbitrator's Acceptance of Office form, arbitrators confirm in particular their impartiality and independence (Art. 16 para. 4 Vienna Rules). Any prospective arbitrator shall disclose all circumstances that could give rise to doubts in this regard. This duty of disclosure continues throughout the arbitral proceedings. Arbitrators shall promptly disclose to the parties, in writing, any circumstances that subsequently arise or come to their attention during the arbitration which, from the perspective of the parties, could give rise to doubts as to their impartiality, independence, or availability, or which conflict with the parties' agreement.

5. TRIBUNAL SECRETARY

5.1. If the Arbitral Tribunal intends to engage a Tribunal Secretary, it shall provide the name, contact details, curriculum vitae and the [declaration of impartiality, independence, and confidentiality](#) (available on the VIAC website) of the proposed Tribunal Secretary to the parties. It shall also draw the parties' attention to their obligation to reimburse the Tribunal Secretary's reasonable expenses, i.e. the travel and subsistence costs of the Tribunal Secretary (Art. 44 para. 1.1 Vienna Rules). The parties shall be given the opportunity to comment.

5.2. The parties may not be charged any fees or costs for the activities of a Tribunal Secretary, with the exception of reasonable expenses (Art. 44 para. 1.1 Vienna Rules; see Appendix ./1, Point 7 of the VIAC Guidelines on Arbitrators' Expenses). It is not permissible for the parties to agree either with the Arbitral Tribunal or directly with the Tribunal Secretary on additional remuneration. Any compensation of the Tribunal Secretary must be agreed upon among the arbitrators and accordingly borne by the Arbitral Tribunal.

5.3. As the Advance on Costs is paid before the file is transferred, the expected costs of a Tribunal Secretary are generally not taken into account by VIAC. If Tribunal Secretary expenses are expected, the Arbitral Tribunal must promptly inform the VIAC Secretariat in order for it to assess whether an additional Advance on Costs is required.

5.4. The Arbitral Tribunal must ensure that the Tribunal Secretary remains impartial and independent throughout the arbitral proceedings. It shall not delegate any tasks to the Tribunal Secretary, which are within the exclusive remit of the Arbitral Tribunal, in particular any decision-making function.

6. PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL

6.1. The Arbitral Tribunal shall conduct the arbitration in accordance with the Vienna Rules and the agreement of the parties in an efficient and cost-effective manner, but otherwise according to its own discretion. The Arbitral Tribunal shall treat the parties fairly. The parties shall be granted the right to be heard at every stage of the proceedings (Art. 28 para. 1 Vienna Rules).

6.2. The Arbitral Tribunal may deliberate or take procedural actions at any location it deems appropriate (Art. 25 para. 2 Vienna Rules).

6.3. The Arbitral Tribunal shall typically convene a case management conference as early as practicable after its constitution. Prior to or following the first case management conference, the Arbitral Tribunal shall, as a general rule, issue a draft procedural order and draft procedural timetable, invite the parties to comment, and finalise the respective documents after considering the parties' comments and any agreement reached between them.

6.4. In this regard and as a signatory to [the Green Pledge](#), VIAC encourages Arbitral Tribunals to consider implementing steps identified in the [Green Protocols for Arbitrators](#) to reduce the environmental impact of the arbitral proceedings.

6.5. Arbitrators have an ongoing obligation to promptly inform the VIAC Secretariat of any circumstances which affect the effective administration of the case. This includes but is not limited to changes in the

requests for relief impacting the amount in dispute, when Set-Off or Counterclaims are raised, or when they become aware of significant cash expenses for which they may seek coverage from the Advance on Costs. Furthermore, Arbitral Tribunals have an obligation to inform the VIAC Secretariat, if they become aware of circumstances that would affect the timely issuance of an award.

7. MODALITIES OF HEARINGS

7.1. Having due regard to the views and agreements of the parties as well as the specific circumstances of the case, the Arbitral Tribunal may decide whether to conduct the proceedings in writing or orally. Furthermore, they may decide whether to hold an oral hearing in person or by other means (Art. 30 para. 1 Vienna Rules).

7.2. Arbitral Tribunals are encouraged to consider holding remote hearings in cases where the amount in dispute is low or where other circumstances indicate that a remote hearing would be appropriate. As a signatory to [the Green Pledge](#), VIAC encourages Arbitral Tribunals to consider the environmental impact of in-person hearings as one of the factors to determine whether holding a hearing remotely might be appropriate.

7.3. If the hearing takes place in Vienna, the hearing may, subject to availability, be held at the premises of the Austrian Federal Economic Chamber. For further information, please consult the [Hearings at VIAC brochure](#) available on the VIAC website or contact your responsible Legal Counsel directly.

8. REGULATORY COMPLIANCE

8.1. Arbitrators are required to ensure compliance with any applicable laws and regulations, including for example data-protection and sanctions regimes. With regard to the applicable data-protection law, in particular arbitrators need to ensure that their IT systems and communication tools meet standard market security requirements.

9. LANGUAGES OF CORRESPONDENCE

9.1. Any correspondence with the VIAC Secretariat shall be in German or English (Art. 5 Vienna Rules).

9.2. The language of the proceeding (Art. 26 Vienna Rules), however, may differ. In such cases, VIAC shall still be copied on all communications between the arbitrators and the parties. In parallel, the Arbitral Tribunal shall regularly provide the VIAC Secretariat with all information necessary to efficiently monitor the proceedings either in English or German, this information includes e.g. updates to the procedural timetable in general and any updates that might in particular influence the deadline for rendering the Final Award, changes in the amount in dispute, a Set-Off or Counterclaim or any requests that might require a further Advance on Costs.

9.3. Regarding the specific requirements for an award in a language other than German or English, please see section IV. 3.6 and 3.7. below.

10. CASE FILE

10.1. The Arbitral Tribunal is responsible for maintaining the arbitration file. The extent to which obligations to archive or later delete the arbitration file exist must be assessed independently by each arbitrator. In any case, VIAC encourages arbitrators to maintain a copy of the file for a reasonable period of time to facilitate potential requests after the termination of the proceedings or their mandate pursuant to Arts. 21 or 34 Vienna Rules. Any requests for access to the case file shall be addressed to the Arbitral Tribunal and remain at their discretion.

10.2. VIAC maintains its own (electronic) arbitration file within the limits of its capabilities, i.e. to the extent VIAC was included in the communications. After termination of the proceedings, VIAC may dispose of the entire case file (Art. 12 para. 9 Vienna Rules), with the exception of the Arbitral Tribunal's decisions (Art. 35 Vienna Rules), i.e. in particular any original copy of awards and the documentation of proof of sending (Art. 36 para. 5 last sentence Vienna Rules).

III. ARBITRAL PROCEEDINGS

1. COMPOSITION OF THE ADVANCE ON COSTS

1.1. The Advance on Costs is requested by the Secretary General on the basis of the amount in dispute as provided for in the Statement of Claim or Counterclaim (Art. 42 Vienna Rules).

1.2. For the calculation of the Advance on Costs, the VIAC Secretariat considers:

- the prospective administrative fees of VIAC,
- the prospective arbitrators' fees in accordance with Annex 3 Vienna Rules including a potential increase for efficiency and/or complexity (Art. 44 para.8 Vienna Rules),
- an estimated deposit for the value-added tax ("VAT") on the arbitrators' fees, and
- an estimated deposit for expenses (Art. 44 para.1.1 Vienna Rules).

1.3. The Advance on Costs must be paid in full prior to the transmission of the file to the arbitrators.

1.4. If the amount in dispute is stated in a currency other than Euros, the VIAC Secretariat will convert it into Euros as of the date of submission of the Statement of Claim or Counterclaim.

2. CHANGE IN THE AMOUNT OF DISPUTE

2.1. The Arbitral Tribunal should notify the VIAC Secretariat promptly if the amount in dispute changes during the proceedings.

2.2. Reductions of the amount in dispute after transfer of the file shall not be taken into consideration in the calculation of the administrative and arbitrators' fees (Art. 44 para. 10 Vienna Rules).

2.3. Based on the information received, the Secretary General may, where the amount in dispute has changed, request an additional Advance on Cost to reflect this change (Art. 42 para. 12 Vienna Rules).

Identifying and communicating changes in the amount in dispute promptly is essential because the Arbitral Tribunal shall, in principle, not address the claims which led to the increase until payment of the additional Advance on Costs, if any (Art 42. para. 12 Vienna Rules). If such information is not provided in a timely manner, the Secretary General may, depending on the stage of the proceedings, be unable to request or obtain an additional Advance on Costs from the parties. In such circumstances, the increase in the amount in dispute may not be taken into account when determining the arbitrators' fees.

2.4. Arbitrators will be asked to confirm the amount in dispute for Claim, Counterclaim and Set-Off Claims at the end of the proceeding.

3. ADVANCE ON COSTS FOR ADDITIONAL PROCEDURAL COSTS

3.1. If the Arbitral Tribunal intends to take procedural steps that have cost implications, e.g. the appointment of experts, court reporters, interpreters or translators, a verbatim transcript of the proceedings, a site visit or relocation of the hearing, the Arbitral Tribunal shall notify the Secretary General and arrange for these prospective costs to be covered (Art. 43 Vienna Rules). In doing so, the arbitrators are at liberty to determine how such costs are to be covered and are encouraged to consult with the VIAC Secretariat to identify the most appropriate approach.

3.2. The Arbitral Tribunal may only implement such procedural measures once the anticipated costs are sufficiently covered by the parties' Advance on Costs. VIAC does not assume any liability for costs arising from procedural decisions taken by the arbitrators that are not covered by the parties' advance payments.

4. DETERMINATION OF COSTS BY THE SECRETARY GENERAL

4.1. The Secretary General shall determine the administrative fees, the arbitrators' fees and the expenses at the end of the proceedings (Art. 44 para. 2 Vienna Rules), irrespective of whether the proceedings are terminated by an award or a termination order.

4.2. If proceedings are terminated by a termination order of the Arbitral Tribunal, the Secretary General will finalise the Determination of Costs before issuance of that order. Arbitral Tribunals are encouraged to consult with the Legal Counsel assigned to their case on how / when to proceed.

4.3. Arbitrators are generally requested to complete the VIAC Checklist for Arbitrators for the Final Determination of Costs (made available upon transfer of the file) in a timely manner, after being requested to do so by the Legal Counsel assigned to their case but at the latest upon sending the draft award to the VIAC Secretariat.

4.4. Arbitrators are encouraged to refer to the VIAC Note on Cost Decisions in arbitral awards (made available upon transfer of the file) when drafting the cost decisions in an arbitral award.

5. ARBITRATORS' FEES AND EXPENSES

5.1. The arbitrators' fees are based on the amount in dispute in accordance with the schedule of fees in Annex ./3 (Art. 44 para. 1.1; Annex ./3 Vienna Rules). Arbitrators are bound to the schedule of fees in Annex ./3 and may not, before or during the arbitral proceedings, agree with the parties on a different fee amount.

5.2. In proceedings with a panel of three arbitrators, the arbitrators are free to agree on the distribution of the arbitrators' fees among themselves. Unless the VIAC Secretariat is informed otherwise, the arbitrators' fees will be divided as follows: 40percent (Chairperson), 30percent (Co-arbitrator), 30percent (Co-arbitrator).

5.3. Prior to termination of the arbitral proceedings, the Secretary General may make payments on account to the arbitrators in consideration of the stage of the proceedings (fee advance, Art. 44 para.2 Vienna Rules). The request for such payment can be made by the Sole Arbitrator or the Chairperson directly to the VIAC Secretariat. In practice, such requests are typically made at the earliest shortly before or after the (first) hearing, and in any event no later than the final authorised submission on the matter (i.e., post-hearing briefs).

5.4. Arbitrators may wish to refer to the VIAC Note on Cost Decisions in arbitral awards (made available upon transfer of the file) for insights into the potential increase of arbitrators' fees in cases of particular complexity or efficiency (Art. 44 para. 8 Vienna Rules).

5.5. The procedural costs also include the arbitrators' reasonable expenses. Arbitrators may wish to refer to Appendix ./1 VIAC Guidelines on Arbitrators' Expenses in this regard.

6. PAYMENT TO THE ARBITRATORS

6.1. As a general rule, expenses and arbitrators' fees are reimbursed by VIAC following the termination of the arbitral proceedings.

6.2. Payment is made in accordance with the arbitrator's bank transfer instructions, as confirmed or updated in the VIAC Checklist for Arbitrators for the Final Determination of Costs.

6.3. The arbitrator is not required to issue an invoice as a precondition for payment. VIAC will transfer the arbitrator's fee after termination of the proceedings.

6.4. Please allow approximately two to three weeks for payments to be processed.

7. INVOICING OF ARBITRATORS' FEES

7.1. Arbitrators are generally expected to issue invoices for the services they provide to the parties and are solely responsible for determining how their invoices are properly issued. VIAC cannot advise on invoicing obligations in an arbitrator's respective jurisdiction.

7.2. Ordinarily, arbitrators issue an invoice upon receipt of payment of their arbitrators' fees. Invoices shall be addressed to the parties, as they are the beneficiaries of the services rendered by the Arbitral Tribunal.

The services of the arbitrators are deemed to have been rendered equally to Claimant's and Respondent's side. Accordingly, arbitrators' fees shall be invoiced equally between the parties (i.e. 50:50 between the Claimant's and the Respondent's side), irrespective of which party paid the Advance on Costs. The same principles apply to arbitrators' expenses.

7.3. The invoice(s) must clearly indicate that payment has already been made. If only one party has paid the Advance on Costs, the invoice(s) should include an explicit note to this effect. This is intended to prevent the non-paying party from reclaiming VAT by way of input VAT deduction.

7.4. If VAT is applicable, all invoices need to reflect the applicable VAT. A fee advance paid by the arbitral institution to an arbitrator is also already a taxable payment and must therefore be invoiced to the parties.

8. VALUE-ADDED TAX

8.1. In order to enable the Secretary General to correctly calculate the applicable VAT, arbitrators are required to inform the Secretary General of the applicable tax rate for each party at the outset of the proceedings and to confirm this information again prior to the Final Determination of Costs (Art. 44 para 13 Vienna Rules). In practice, this information should first be provided in the "Transfer instructions" when arbitrators are informed of their nomination/appointment, thereby enabling the VIAC Secretariat to correctly consider any VAT throughout the proceedings.

8.2. VIAC cannot advise on VAT obligations in any jurisdiction. Thus, arbitrators are advised to consult a tax adviser in their respective home jurisdiction for guidance. Importantly, VIAC shall not be held liable if any information provided in relation to an arbitrator's VAT is incorrect.

8.3. In Austria and other EU Member States, services provided by an arbitrator are generally deemed to be supplied at the place of business of the relevant party. Where such service is provided to an entrepreneur in another EU Member State, the "reverse charge" mechanism typically applies. Under this mechanism, the party (recipient of the service) is liable for VAT, if the arbitrator is not established in the same member state as the party (Art. 44 and Art. 196 of Council Directive 2008/8/EC).

8.4. The (non-binding) table below provides an overview of the applicable VAT treatment depending on the respective place of establishment of the arbitrator and the party.

Scenario A: Arbitrator's Domicile in A	Party's Domicile			Scenario B: Arbitrator's Domicile in X (EU)	Party's Domicile		
	 A	 EU (-A)	 ex EU		 X	 EU (-X)	 ex EU
Company	20%	reverse charge	no VAT	Company	X%	reverse charge	no VAT
Person	20%	20%	20% (?)	Person	X%	X%	X% (?)

8.5. In practice, this means that fees of arbitrators on the same tribunal, as well as the respective shares of the parties' costs of proceedings, may be treated differently for tax purposes.

8.6. Based on the above, the Arbitral Tribunal should address the VAT issue at the outset of the proceedings, ideally during the first case management conference. The Arbitral Tribunal should discuss with the parties the applicability of VAT to both the arbitrators' fees and the fees of the parties' representatives. The Arbitral Tribunal should also request the parties' VAT identification number at the outset of the proceedings. VIAC neither assumes responsibility for obtaining or verifying the parties' VAT identification numbers nor will it provide such information to the arbitrators upon request.

IV. AWARDS

1. CLOSURE OF THE PROCEEDINGS

1.1. Once the Arbitral Tribunal concludes that the parties have had sufficient opportunity to file submissions and offer evidence, it shall declare the proceedings closed as to the matters to be decided in the award (Art. 32 para. 1 Vienna Rules). The Arbitral Tribunal may reopen the proceedings at any time.

1.2. If the Arbitral Tribunal intends to render an award other than a Final Award, the Arbitral Tribunal shall close the proceedings with respect to the issues to be decided in that award, for example jurisdiction.

2. TIME LIMIT FOR RENDERING THE FINAL AWARD

2.1. The Final Award shall be rendered no later than three months (Vienna Rules) / six months (Vienna Investment Rules) after the last hearing concerning matters to be decided in the award or the filing of the last authorised submission concerning such matters (i.e. the merits), whatever is the later. The Secretary General may extend the time limit (Art. 32 para. 2 Vienna Rules).

2.2. As a general rule, the "last authorised submissions" are the post-hearing briefs and not the cost submissions.

2.3. If the Arbitral Tribunal and the parties only agree on the necessity for post-hearing briefs at the oral hearing, the Arbitral Tribunal shall promptly inform VIAC.

2.4. As part of VIAC's standard award monitoring procedure, the VIAC Secretariat will send regular email reminders to the Arbitral Tribunal regarding the award deadline, copying the parties.

2.5. Pursuant to Art. 45 para. 8 Vienna Rules, where the rules on expedited proceedings apply, the award shall be rendered within six months of the transmission of the file. In such cases, the standard award monitoring emails will be sent sufficiently in advance of the expiry of the relevant time limit.

3. DRAFT AWARD

Deadline for the draft award

3.1. Arbitrators are requested to submit a draft electronic version of the Final Award as a Word document to the VIAC Secretariat two weeks before the expiry of the time limit for rendering the Final Award (and, in the case of interim awards, two weeks before the date on which the award is to be rendered). This additional time is required inter alia for the informal scrutiny of the award, the Final Determination of Costs, collecting

the arbitrators' signatures and for the finalisation of the award copies in the VIAC Secretariat.

3.2. The first draft award submitted to the VIAC Secretariat for review should be provided as a clean Word document without tracked changes and should already be substantively final, subject only to any amendments required in connection with the Final Determination of Costs and comments made by the Secretary General as part of the informal scrutiny.

Tools for award drafting

3.3. To support arbitrators in the drafting of arbitral awards, VIAC makes several practical tools available, such as the VIAC Award Checklist, the VIAC Checklist for the Final Determination of Costs, and the VIAC Note on Cost Decisions. Arbitrators are encouraged to make use of these tools at the end of the proceedings and when preparing their awards. These tools are non-binding and non-exhaustive; their aim is to support arbitrators.

Informal scrutiny by the VIAC Secretariat

3.4. The Arbitral Tribunal will be provided with non-binding comments on the award. The VIAC Secretariat will use the VIAC Award Checklist as a basis for its scrutiny but may also raise additional issues.

3.5. The Arbitral Tribunal remains solely responsible for the content of the award.

Awards in a non-correspondence language

3.6. If an award is rendered in a language other than English or German (Art. 5 Vienna Rules), the Arbitral Tribunal is requested to submit the following information to VIAC in English or German together with the draft of the award:

1. decision on costs,
2. information on the parties (in particular the most current address in the case file) and the place of arbitration,
3. the operative section of the award (dispositive section), and
4. a brief summary of the material reasons for the decision (one page is sufficient).

3.7. The VIAC Secretariat requires this information to ensure the accuracy of the award's formal requirements and the consistency of the decision on costs with the Final Determination of Costs. Translations of the entire draft award do not dispense with the requirement to provide the above-listed information. The VIAC Secretariat will, in principle, not conduct an informal scrutiny of a translation - AI-generated or otherwise - of the entire award due to the heightened risk of translation inaccuracies. Arbitrators are therefore encouraged to provide only the essential information listed above and to take particular care in translating this information.

4. FINALISING THE AWARD

Submitting the final version of the award

4.1. Once the award is finalised, the full version of the award including the unsigned signature page (i.e., without the signatures of the Arbitral Tribunal) shall be submitted electronically as a PDF to the VIAC

Secretariat. Any annexes to the award shall also be provided by the Arbitral Tribunal within the same PDF document as the award, and shall be appropriately structured and titled.

Submitting the signature pages to VIAC

4.2. The Arbitral Tribunal shall sign the Final Award within the time limit for rendering the award and thus coordinate accordingly.

4.3. VIAC recommends that, for this purpose, the signature pages are on a separate page of the award indicating the place of arbitration, the date of rendering the award, and providing sufficient space for the stamp and signature of the Secretary General underneath the arbitrators' signatures. The date - usually limited to the day - of rendering the award may also be added manually. Signature pages should either not have a page number, or arbitrators are asked to carefully consider which page number the signature page shall have.

4.4. The signatures of a panel of three arbitrators are typically obtained by circulation of the signature pages. In this case, the Arbitral Tribunal shall arrange for the timely collection of the arbitrators' signatures.

4.5. If the signature page of the Final Award cannot be signed by all members of the Arbitral Tribunal before the expiry of the time limit, the VIAC Secretariat shall be informed immediately in order to extend the time limit for rendering the award.

4.6. The Arbitral Tribunal shall sign as many copies of the final page of the award as needed to provide each party and each arbitrator with one original, and the VIAC Secretariat with two originals. Accordingly, in a standard arbitral proceeding, a Sole Arbitrator would typically submit five signature pages, while an Arbitral Tribunal submits seven signature pages (more in multiparty proceedings).

Printing of the award at VIAC

4.7. VIAC prints and binds arbitral awards to ensure a standardised format. The printed version corresponds to the PDF of the finalised award submitted by the arbitral tribunal.

Transmission of the award

4.8. The transmission of the awards to the parties shall be conducted exclusively by the VIAC Secretariat.

4.9. VIAC will always transmit the award to the parties in hardcopy form (Art. 36 para. 5 Vienna Rules).

4.10. If all parties agree, a signed electronic version i.e. the text of any award with a scan of the signature page of the award can be sent to the parties. For security and confidentiality reasons the award will generally be transmitted to the parties via the VIAC Portal. In exceptional circumstances and if no other options are available the VIAC Secretariat may consider transmitting the award per Email.

4.11. Upon request of one party, an informal electronic copy can be provided. Such informal electronic copy does not contain the signatures of the arbitrators and can be sent to all parties by VIAC after confirmation of receipt of the hard copy of the award by all parties.

Correction, clarification, and supplementation of the arbitral award

4.12. The Arbitral Tribunal may, on its own initiative, issue corrections or supplementations; in such case, a time limit of 30 days after the date of the award shall be observed (Art. 39 para. 3 Vienna Rules).

4.13. Where the Arbitral Tribunal issues a correction, clarification, or supplementation to the award, these Guidelines apply *mutatis mutandis*.

Confirmation that the award is final and binding

4.14. Upon request of a party, the Sole Arbitrator or Chairperson (or in case they are prevented from acting, another arbitrator) shall confirm that the award is final and binding (Art. 36 para. 6 Vienna Rules). Where such a confirmation is requested, VIAC will usually send the Sole Arbitrator / Chairperson the originals of the award to be signed and will coordinate with the Sole arbitrator / Chairperson regarding the confirmation. The Sole Arbitrator / Chairperson may either draft the confirmation wording themselves or select a corresponding VIAC stamp.

VIAC
VIAC
VIAC
VIAC

ANNEX 1
**GUIDELINES ON
ARBITRATORS'
EXPENSES***

VIAC
VIAC

1. PURPOSE AND APPLICATION

1.1. The VIAC Guidelines on Arbitrators' Expenses (hereinafter "the Expenses Guidelines") govern the reimbursement of expenses incurred by arbitrators in proceedings administered by the Vienna International Arbitral Centre ("VIAC"). They supplement the provision of Art. 44 para. 1 Vienna Rules 2021 ("Vienna Rules"), which define the costs of the proceedings and specifically the arbitrators' fees and expenses.

1.2. Arbitrators' expenses will be reimbursed upon request in accordance with these Expenses Guidelines.

1.3. Requests for reimbursement must be submitted within the time limit set by the Secretary General or at the latest before the finalisation of the Determination of Costs. VIAC may decline reimbursement if the request is submitted after the finalisation of the Determination of Costs.

1.4. Expenses will be reimbursed from the Advance on Costs paid by the parties pursuant to the Vienna Rules and the Schedule of Fees (Annex ./3 Vienna Rules). VIAC estimates an approximate amount for such cash expenses in the calculation of the Advance on Costs. If an Arbitral Tribunal anticipates that the cash expenses will be particularly high, the Arbitral Tribunal shall inform VIAC to allow VIAC to request an additional Advance on Costs from the parties in a timely manner (Art. 42 Vienna Rules). The Arbitral Tribunal, while not privy to VIAC's internal estimations, may rely on its experience in similar cases to foresee unusually high expenses. Should the Arbitral Tribunal require clarification in this regard, it is invited to contact VIAC in a timely manner.

2. GENERAL PRINCIPLES

2.1. Arbitrators are entitled to reimbursement of their reasonable expenses. Expenses are reimbursed only to the extent that they are reasonable, necessary, and directly connected with the arbitrator's duties in the respective case.

2.2. VIAC may request proof of payment and/or documentation supporting any claimed expense and may decline reimbursement where the expenditure is disproportionate, excessive, or insufficiently justified. In such cases, the Secretary General may first consult with the arbitrators and then with the parties before deciding on the reimbursement. Where cash expenses are numerous or complex, VIAC may request a tabular overview of such expenses, if this supports the efficient finalisation of the Determination of Costs.

2.3. Expenses exceeding the limits set out in these Expenses Guidelines may be reimbursed only in exceptional circumstances. The arbitrator must demonstrate that the higher cost was necessary, reasonable, and unavoidable. The Secretary General may decide within her own discretion and may, if she deems necessary, request approval from the parties for such expenses.

2.4. Any amounts claimed by arbitrators for cash outlays may include any applicable value-added tax (VAT). All amounts for per diem and overnight allowances stated in these Expenses Guidelines include all potential taxes and charges. If cash outlays are stated in a currency other than Euro, VIAC converts this amount into Euros as of the date of the receipts or invoice. Cash outlays will be refunded in Euros.

3. PER DIEM AND OVERNIGHT ALLOWANCES

3.1. Per diem allowances are deemed to cover all personal living expenses, meals, laundry and housekeeping services, local transport, communications, and gratuities. No additional reimbursement is made for items included within the per diem allowance. Overnight allowances are deemed to cover accommodation costs. Per diem and overnight allowances are jointly referred to as “Allowances”.

3.2. The system of Allowances is intended to simplify the administration of expenses and to avoid the need for detailed itemisation of personal living costs, consistent with the Arbitral Tribunal’s duty to conduct the proceedings efficiently under Art. 28 para. 1 Vienna Rules.

3.3. Arbitrators from a different place of business or domicile (non-residents) are entitled to a per diem allowance and an overnight allowance.

3.4. Resident arbitrators are not entitled to Allowances, but rather to reimbursement of their reasonable expenses upon provision of respective receipts or invoices (e.g. meals, local transport, communications, incidental expenses, and gratuities as per local standard).

3.5. Arbitrators may claim Allowances for each day / night on which their presence is required for in-person case management conferences, hearings, or deliberations. No per diem allowance is payable for travel days rather solely for the actual case management conference, hearing, or deliberation day/s.

3.6. For all overnight allowances claimed, arbitrators shall indicate the purpose of their stay and the number of days claimed. As per point 2 above, VIAC may request additional documentation where necessary to verify the reasonableness of a Claim.

3.7. The applicable Allowances are set out below:

Category	Amount	Documentation	Scope
Per diem allowance	EUR 300/day	No invoice required	Includes meals, local transport, communications, incidental expenses; does not include accommodation
Overnight allowance	EUR 400/night maximum	Invoice required	Accommodation
Overnight allowance, if no invoice	EUR 250/night	If no invoice is available	Accommodation

4. TRAVEL EXPENSES

4.1. Travel expenses are reimbursed on the basis of actual costs incurred, subject to the limitations set out below. All travel expenses must be supported by receipts or invoices. Travel expenses will be accepted from and to the arbitrator's usual place of business as declared in the Arbitrator's Acceptance of Office form. Any reimbursement requests from a different place of business need to be justified and will be granted based on the discretion of the Secretary General.

4.2. Flights are, in principle, reimbursed at the cost equivalent to the applicable standard business-class airfare. If such airfare would lead to unreasonable expenses in light of all circumstances of the case, the Secretary General may limit the reimbursable expenses to the price of an economy-class ticket. First-class fares are not reimbursed. Should an arbitrator nonetheless travel in first-class, the fare will be reimbursed up to the cost of a comparable business-class ticket. Arbitrators are encouraged to book flexible fares, where necessary, for the efficient conduct of the proceedings, in line with Art. 28 para. 1 Vienna Rules.

4.3. Train travel is reimbursed at the cost of a first-class ticket.

4.4. Necessary local transport, including taxis, rideshare services, and public transport, is reimbursed at cost (unless per diem allowance is requested). Transfers to and from airports or railway stations are reimbursed at the rate for standard local ground transportation, i.e. local taxis or economy ride-hailing services. Premium, comfort, limousine, or chauffeur services are generally excluded.

4.5. Where an arbitrator uses a private vehicle, reimbursement is made at the official Austrian mileage allowance currently at EUR 0.50 per kilometre or the applicable official Austrian mileage allowance at the time of travel, capped at the equivalent recoverable airfare for the same route. Parking fees and tolls are reimbursed at cost.

Mode of Transport	Reimbursement Basis	Notes
Air travel	Business-class ticket, unless unreasonable under the circumstances	First class not reimbursed
Train travel	First-class ticket	-
Local transport	Actual cost	Taxi, rideshare, public transport (unless per diem allowance is requested); transfers to and from airports or railway stations are reimbursed at the rate for standard local ground transportation
Private car	EUR 0.50/km	Capped at equivalent airfare; parking/tolls reimbursed

5. OTHER EXPENSES

5.1. If it is necessary for arbitrators to send documents in hard copy per post or courier, VIAC will reimburse these expenses where supported by receipts or invoices.

5.2. If an arbitrator incurs reasonable, appropriate, and case-related expenses that are not expressly addressed in these Expenses Guidelines, such expenses may also be submitted to VIAC for reimbursement, provided they are supported by receipts or invoices.

6. NONREFUNDABLE EXPENSES

6.1. General office expenses and overheads such as printing, telephone and clerical assistance incurred in the ordinary course of business by an arbitrator in connection with the arbitration proceedings are not reimbursable.

6.2. No refund shall be made for expenses in relation to the use of legal database services, for the purchase of legal literature as it is presumed that arbitrators avail of a certain basic administrative infrastructure.

7. TRIBUNAL SECRETARY

7.1. The principles contained in these Expenses Guidelines apply mutatis mutandis to Tribunal Secretaries.

7.2. Tribunal Secretaries may not claim any Allowances. Tribunal Secretaries will be reimbursed for all reasonable travel, accommodation costs and other reasonable expenses e.g. meals, local transport, communications, incidental expenses (as per the above), where supported by receipts or invoices. The latter will in principle be capped with the comparable Allowances.

8. TRANSITIONAL PROVISION

8.1. These Expenses Guidelines apply to all proceedings commenced on or after 1 July 2026.



**VIAC - Vienna Internationale Arbitral Centre
of the Austrian Federal Economic Chamber**
Wieder Hauptstraße 63, 1045 Venna, Austria

T +43 (0)5 90 900 4398
F +43 (0)5 90 900 216
E office@viac.eu

www.viac.eu
