The European Arbitration Review

2019

Finland

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The European Arbitration Review provides an unparalleled annual update – written by the experts – on key developments in the region. The 2019 edition includes new chapters on Limits to the Principle of 'Full Compensation', as well as country overviews on 17 jurisdictions. In addition the rest of the review has been revised in light of recent developments in arbitration, including analysis of the Court of Justice of the European Union's judgment in Slovak Republic v Achmea in Energy Arbitrations, the impact of Brexit in England & Wales and the protection of investments in international armed conflicts in Ukraine.

Finland

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Summary

The 107-year old Arbitration Institute of the Finland Chamber of Commerce (FAI),[1] established in 1911, is a world-class arbitration centre that has a long and distinguished pedigree in arbitration. The FAI's current state-of-the-art Arbitration Rules were launched on 1 June 2013 (the FAI Rules)[2] following a substantial reformation process to bring the FAI Rules in line with the best international arbitration norms and practices. More recently, on 1 June 2016, the FAI launched new Mediation Rules (the FAI Mediation Rules),[3] which cater for a simple, cost-efficient, flexible and user-friendly mediation framework. The FAI has further initiated discussions with the Ministry of Justice in 2016 with respect to the revision of the current 1992 Arbitration Act to implement the UNCITRAL Model Law in full in Finland. This chapter provides an introduction to the current arbitration landscape in Finland.

THE 2013 FAI RULES OPERATE AT THE CUTTING EDGE OF INTERNATIONAL ARBITRATION PRACTICE

The FAI Rules comprise a combination of the recent amendments to the 2012 ICC Rules, 2010 UNCITRAL Arbitration Rules and Swiss Rules of International Arbitration 2012. Accordingly, the FAI Rules establish a comprehensive, expeditious and cost-efficient procedural framework for international and domestic arbitration, while respecting party autonomy and preserving the necessary flexibility to the proceedings.

The FAI Rules impose a number of obligations on parties and tribunals that are designed to reduce time and costs of the proceedings. In line with the Swiss Rules, parties and tribunals have an overall good faith obligation 'to make every effort to contribute to the efficient conduct of the proceedings in order to avoid unnecessary costs and delays'.[4] The tribunal is further authorised to order cost sanctions on a party that fails to comply with this overall duty.

In the spirit of the overall duty to conduct the proceedings expeditiously and cost-efficiently, the FAI Rules obligate tribunals to: arrange a preparatory conference at an early stage of the proceedings;[5] establish a procedural timetable at the outset of the proceedings;[6] and, as soon as possible after the last hearing date or the date on which the tribunal receives the last authorised written submission, declare the proceedings closed and inform the parties and the FAI of the date by which it expects to issue the final award.[7] The arbitral tribunal is, however, obligated to render the final award within nine months from the receipt of the case file.[8] The FAI may nevertheless extend this limit 'upon a reasoned request of the arbitral tribunal'.[9]

The FAI Rules also enable the tribunal to control the length of the proceedings in a number of ways, such as:

- by setting cut-off dates for the presentation of new claims, arguments or evidence or the introduction of new witnesses;[10] or
- by ordering any party at any time to identify the documentary evidence that the party intends to rely on, specify the circumstances that the party intends to prove by such evidence and to produce any documents or other evidence that the tribunal may consider relevant to the outcome of the case.[11]

The FAI Rules further provide for effective administration of multiparty and multi-contract arbitrations on even more liberal conditions than the ICC Rules[12] and allow the parties

access to the emergency arbitrator procedure prior to the appointment of the tribunal,[13] as well as for arbitrator-oriented interim relief after the tribunal's appointment.[14]

Moreover, the FAI Rules impose an obligation on the parties, the tribunal and the FAI to maintain confidentiality of the arbitration and the award,[15] and provide for a number of other recently debated arbitration issues, such as the tribunal's use of a secretary,[16] the taking of evidence[17] and the challenge of arbitrators following the tribunal's participation in the parties' settlement negotiation.[18]

The FAI Rules apply to FAI arbitrations commenced on or after 1 June 2013, with the exception of the emergency arbitrator procedure, the provisions for the joinder of additional parties, claims between multiple parties, and certain provisions concerning the appointment and revocation of arbitrators in the event of consolidation of the proceedings. Unless parties have agreed otherwise, these provisions only apply to arbitrations commenced under arbitration agreements concluded after 1 June 2013.[19]

THE UPWARD TREND OF ARBITRATION IN FINLAND

The FAI's launch of the current Rules in 2013 prompted a rapid increase in the number of arbitration cases filed with the FAI. According to the FAI statistics, the FAI had an all-time record of 80 requests for arbitration filed in 2013.[20] Conversely, 2017 was the second most prolific year in the FAI's history, with 79 requests filed.[21] In addition, 32 per cent of all FAI arbitration cases in 2017 had an international dimension (ie, at least one party is domiciled abroad).[22] The upward trend appears to be continuing in 2018: as of August 2018, the FAI has received 36 requests for arbitration.

Along with the FAI Rules, Finland's progressive and pro-arbitration legislative framework contributes towards making Finland an attractive and arbitration-friendly seat. Both domestic and international arbitration proceedings in Finland are governed by the 1992 Arbitration Act, as amended (the Arbitration Act).[23] The Arbitration Act largely mirrors the provisions of the UNCITRAL Model Law on International Commercial Arbitration (as amended in 2006). However, as stated above, the FAI has initiated discussions with the legislator to replace the 1992 Arbitration Act with the UNCITRAL Model Law. Finland has further ratified and enacted the 1958 New York Convention, and ratified the ICSID Convention.

THE FAI DRIVES GENDER DIVERSITY WHEN APPOINTING ARBITRATORS

In conjunction with the reformation of the FAI Rules, the FAI also considerably internationalised the composition of its Board by appointing a number of distinguished and prominent international arbitration practitioners from various jurisdictions. Consequently, the current FAI Board has considerable expertise in appointing high-quality arbitrators in domestic and cross-border disputes.

In the appointment of arbitrators, the FAI Rules require the FAI Board to consider:

- any qualifications required of the arbitrator by the agreement of the parties;
- the nature and circumstances of the dispute;
- the nationality of the parties and of the prospective arbitrator;
- the language of the arbitration;
-

the seat of arbitration and the law or rules of law applicable to the substance of the dispute; and

- any other relevant circumstances.[24]

Where the parties are of different nationalities, the FAI Rules now confirm the FAI's established practice of not appointing a sole or a presiding arbitrator from the same domicile as one of the parties.[25]

In addition to ensuring that all arbitrators appointed in both domestic and international disputes have sufficient experience, expertise and other relevant qualifications to serve as an arbitrator in the specific case, the FAI Board has proclaimed to be 'mindful of the importance of expanding the 'pool of arbitrators' to include 'younger arbitration practitioners who are known for their talent, efficiency and user-friendliness' and dedicated to promoting gender diversity.[26] In fact, the FAI statistics show that 29 per cent of the arbitrators appointed by the FAI Board in 2017 were female.[27]

FINNISH ARBITRATION HAS TRADITIONALLY BEEN EXPEDITIOUS AND COST-EFFICIENT

The first Arbitration Rules of the FAI, dated November 1910, already centred on such contemporary principles of arbitration as expeditious dispute resolution,[28] impartiality of arbitrators[29] and confidentiality of the proceedings.[30] One of the key objectives of the 1993 Rules was to also enable an expeditious and economic arbitration process.

In fact, the FAI has a track record of promoting resolution of disputes expeditiously and in a cost-effective manner. Even before the launch of the current FAI Rules, for several consecutive years, the average duration of a case resolved under the auspices of the FAI was less than a year.[31] The statistics of the FAI show that the average duration of a case in 2016 was just eight months.[32] In fact, the FAI Rules require the tribunal to render its final award within nine months from the receipt of the case file from the FAI.[33]

THE NEW FAI MEDIATION RULES STRENGTHEN THE FAI'S STANDING AS AN ATTRACTIVE ARBITRATION CENTRE

On 1 June 2016, the FAI launched new Mediation Rules, which apply to all FAI mediations commenced on or after that day, unless the parties agree otherwise.[34] The launch of the FAI Mediation Rules will strengthen the FAI's standing as an attractive arbitration centre by extending the array of its services into the broader field of alternative dispute resolution and, thus, providing the disputing parties an opportunity to efficiently mediate their dispute before or during arbitration or litigation proceedings.

The FAI Mediation Rules enable parties to resort to FAI mediation on the basis of a written agreement of the parties to refer their dispute to mediation under the FAI Mediation Rules, or 'any other type of understanding between the parties to resort to FAI mediation.'[35]

In line with the ICC and many other well-known mediation rules, the FAI Mediation Rules further cater for the parallel conduct of mediation and arbitration or litigation to enable a mediation window to be included in parallel arbitration proceedings.[36] The FAI Mediation Rules provide that '[u]nless otherwise agreed by the parties, an agreement on FAI mediation does not constitute a bar to any judicial, arbitral or similar proceedings'[37] and '[s]ubject to applicable laws, orders, regulations and rules of the competent judicial authorities, arbitral tribunals, arbitral institutions or similar authorities, the parties may agree to stay any judicial, arbitral or similar proceedings' for the purposes of initiating FAI mediation.[38]

The FAI Mediation Rules provide only a light regulatory framework for the mediation process, offering the parties and the mediator great flexibility in tailoring the mediation process to suit each particular case. Accordingly, the FAI Mediation Rules permit the parties to deviate from the FAI Mediation Rules in their agreement to mediate.[39] The FAI may nevertheless decline to administer the mediation if it considers that the parties' deviations are not compatible with the characteristics of the FAI mediation and the FAI Mediation Rules.[40]

The parties are particularly given the freedom to agree on the language and place of mediation, any number of mediators, jointly nominate the mediators for the FAI's confirmation within 15 days from the date of filing the request for mediation[41] and, subject to the approval of the mediator, the manner of conducting the arbitration.[42] Furthermore, both parties are, at any time, able to request the termination of the mediation, provided that such request is made in writing.[43] The FAI Mediation Rules nevertheless provide default provisions for the setting of the language and place of mediation meetings, the number of mediators as well as the procedure for the appointment of the mediator.[44]

All parties' nominations of mediators are subject to confirmation by the FAI.[45] However, the FAI will only decline to confirm the nomination if the prospective mediator fails to fulfil the requirements of impartiality and independence of article 6.1, or the nominated mediator is otherwise unsuitable to serve as mediator.[46] The FAI Mediation Rules require a mediator to fulfil similar independence and impartiality requirements as the FAI Rules and accordingly submit a statement of acceptance, availability, impartiality and independence.[47]

In the spirit of the FAI Rules, the mediator is also obligated to conduct the mediation 'expediently and in such manner as he or she considers appropriate, having regard to the preferences of the parties.'[48] All participants in FAI mediation are additionally obligated to 'act in good faith' and make 'sincere efforts to reach an amicable settlement in the matter'.-[49]

The FAI Mediation Rules further set out an express confidentiality obligation on the parties and the mediator, unless the parties have agreed otherwise or the applicable law provides otherwise.[50]

Upon successful settlement of the parties' dispute, the parties may, under article 12, subject to the consent of the mediator, agree to appoint the mediator to act as an arbitrator and request the arbitrator to confirm the settlement agreement in an arbitral award in accordance with section 44.2 of the FAI Rules.[51]

THE FAI BOARD'S RECORDED DECISIONS ILLUSTRATE THAT THE FAI RULES WORK WELL IN PRACTICE

Since the launch of the current FAI Rules in 2013, the FAI has published several decisions of the FAI Board as well as summaries of Arbitral Awards rendered in FAI arbitrations. The published decisions of the FAI Board provide a useful guidance on the practical application of the FAI Rules, particularly in the context of multi-contract and multiparty arbitrations,[52] and illustrate that the FAI Rules work well in practice. The published summaries of the recent Arbitral Awards further serve as a fundamental legal source and, thus, enable the arbitration law and practice in Finland to develop.[53] Some of the most noteworthy, recently published arbitral awards in FAI arbitrations and decisions of the FAI board are summarised below.

FAI AWARD CLARIFIES THE RECOVERABILITY OF THE COSTS OF INJUNCTION PROCEEDINGS IN THE SUBSEQUENT FAI ARBITRATION

In a recent FAI Award, published on 3 March 2017, the arbitral tribunal decided that the costs of injunction proceedings at national courts were recoverable in the subsequent FAI arbitration on the merits of the dispute.[54] In the reported case, A had sought and obtained an injunction order against B, who in A's view had not been entitled to terminate the parties' cooperation agreement.

The Finnish Procedural Code stipulates that the costs of the injunction proceedings are recoverable in conjunction with the ruling on the merits of the dispute in the main proceedings. The Finnish Procedural Code further provides that an applicant who has unnecessarily resorted to injunction proceedings shall be liable to compensate the opposing for the damage caused by the injunction order. The arbitral tribunal considered that 'the decisive matter here is whether the injunction proceeding initiated by A was unnecessary in light of the outcome of this arbitration.' On the facts of the case, the arbitral tribunal found that B had not been entitled to terminate the agreement and, therefore, A's application for the injunction order had been necessary to prevent the unlawful termination. Consequently, the arbitral tribunal ordered B to pay A's costs in the related injunction proceedings.

ARBITRAL TRIBUNAL'S RULING ON A BREACH OF CONFIDENTIALITY OBLIGATIONS

In a recent FAI arbitral award, the summary of which was published on 25 November 2016, the Arbitral Tribunal held that a party B had breached confidentiality provisions in two separate contracts between party B and party A.[55] Party B had provided a copy of party A's Statement of Claim filed in the arbitration to a third party 'X' for the purposes of obtaining an expert opinion from X. Party B had entered into a non-disclosure agreement with X. X was a competitor of A but, in B's view, it would not have been possible to obtain expert opinion in the given particular field from a more neutral party. In addition, B had disclosed A's pricing information to another competitor of A, a party Y, for the purposes of conducting an expert evaluation of A's pricing. B and Y had also concluded a non-disclosure agreement.

A claimed that through B's disclosure, the key market players, X and Y, had not only gained knowledge of the arbitration proceedings between A and B, which alone had a detrimental effect on A's business, but had also gained confidential information on A's business strategy, financial standing and pricing. B argued that it was a fundamental right of any party to a dispute to have a fair opportunity to present its case, which included a party's right to choose witnesses and experts at its discretion. Due to the nature of the parties' dispute, the persons with best knowledge of the issues at hand were also active in the same industry as A and consequently A's potential competitors. B further argued that by entering into non-disclosure agreements with X and Y, it had taken appropriate measures to ensure that the information that X and Y gained was not disclosed beyond the group of persons necessary for the purposes of preparing the expert opinion for the arbitration proceedings.

The Arbitral Tribunal held that B could have acquired credible expert opinions from neutral third parties, or without disclosing the content of the dispute, and that B could have requested a price comparison without disclosing A's pricing information to its competitors. The fact that B had taken precautions in mitigating the effects of its actions by limiting the information that was disclosed, and by requiring non-disclosure commitments from X and Y, was not in the Arbitral Tribunal's opinion sufficient to release B from the liability for a breach of its contractual confidentiality obligations. Accordingly, the Arbitral Tribunal declared that B had breached its confidentiality obligations and ordered B to cease and desist from disclosing confidential information to any third party to the extend such disclosure breached the provisions in the parties' contracts.

THE FAI BOARD'S DECISION ON THE NON-CONSENSUAL CONSOLIDATION OF ARBITRATIONS UNDER ARTICLE 13 OF THE FAI RULES

Article 13 of the FAI Rules provides for consolidation of closely connected arbitrations on conditions that resemble those of article 10 of the ICC Rules.[56] However, in contrast with the ICC Rules, article 13 of the FAI Rules allows the consolidation of arbitrations irrespective of whether the arbitrations are between the same or different parties. Article 13, thus, caters for a relatively flexible consolidation regime.

Article 13 entitles a party that is involved in multiple arbitrations to request the FAI Board to have the arbitrations consolidated into a single arbitration if:

- all the parties agree;
- the claims are made under the same arbitration agreement; or
- the claims are made under different agreements but in connection with 'the same legal relationship' and the agreements do not contain 'contradictory provisions that would render the consolidation impossible'.[57]

The FAI Board has sole discretion to decide on the consolidation of arbitration proceedings. The FAI Rules nevertheless oblige the FAI Board to take into account:

- the identity of the parties;
- the connections between the claims made in the different arbitrations; and
- whether the arbitrators have been confirmed or appointed in any of the arbitrations, and if so, whether the same or different persons have been confirmed or appointed.-[58]

Where the Board accepts the request for joinder or consolidation, 'all parties will be deemed to have waived their right to nominate an arbitrator,' and the Board has the power to revoke the confirmation or appointment of arbitrators and proceed to appoint the tribunal in accordance with article 19.[59]

In a recently reported FAI Board's decision concerning the consolidation of closely connected arbitrations, the FAI Board ordered two separate arbitration proceedings to be consolidated under article 13, irrespective of objection by respondents in the respective arbitrations.[60]

Pursuant to an asset purchase agreement, 'A' had acquired certain business from 'B'. The asset purchase agreement in question contained a standard FAI arbitration clause and prescribed Finnish law as the law governing the agreement. The asset purchase agreement between A and B further contained a signed undertaking from B's parent-company, 'C'. C's undertaking in the asset purchase agreement further expressly provided that the arbitration clause in the asset purchase agreement also applied to C's undertaking. A subsequently initiated arbitration proceedings against B in relation to certain intellectual property rights. Some time after, A also initiated separate arbitration proceedings against C in relation to C's undertaking. In the request for arbitration against C, A sought effectively the same relief as in the arbitration against B and requested the proceedings against C to be consolidated with the arbitral proceedings between A and B. Both respondents B and C objected to consolidation on the basis of alleged lack of a valid and binding arbitration agreement.

The FAI Board was prima facie satisfied that a valid and binding arbitration agreement may exist between the parties and allowed both arbitrations to proceed. Following consultation of all the parties and the arbitrator nominated by A, the FAI Board ordered the consolidation pursuant to article 13 of the FAI Rules, primarily on the basis that:

- the parties in the two proceedings were closely related (C was B's parent company), albeit formally different;
- the disputes in both proceedings arose from the same legal relationship and economic transaction (namely the asset purchase agreement between A and B, which incorporated C's undertaking);
- both proceedings were based on the same FAI arbitration agreement; and
- the relief sought by A was essentially the same in both proceedings.[61]

Consequently, the FAI Board reasoned that the arguments and evidence that A, B and C were likely to put forward in both proceedings could be expected to be virtually identical. The consolidation would in those circumstances, thus, enable unnecessary extra expenses as well as conflicting decisions to be avoided. Therefore, the consolidation was in the FAI Board's view justified in the interest of procedural efficiency and farness, and in order to avoid conflicting decisions on effectively the same dispute under the same arbitration agreement.

Although the FAI Board's decision represented the first ever order of 'non-consensual' consolidation, the decision appears to be largely in line with the FAI Board's previous decisions on consolidations, in which the FAI Board has taken somewhat cautious approach in applying article 13. In general, the FAI Board has advised that:

> The Board is likely to accept a request for consolidation mainly in cases where the arbitrations are pending between the same parties and they are based on the same arbitration agreement. Conversely, unless all parties expressly agree to consolidation, it may be anticipated that arbitrations will rarely be consolidated if the parties are different and the proceedings are based on different arbitration agreements. Consolidation is also unlikely if different arbitrators have already been confirmed in the different arbitrations, absent special reasons to the contrary.[62]

THE FAI BOARD'S REPORTED DECISIONS ON THE DETERMINATION OF JURISDICTION UNDER ARTICLE 14 OF THE FAI RULES

Since the launch of the FAI Rules in 2013, the FAI Board has rendered a number of jurisdictional decisions both in relation to claims presented in single arbitration as well as in multiparty and multi-contract arbitrations. In relation to the FAI Board's jurisdiction in the case of multi-contract arbitrations under article 14.2 of the FAI Rules, the FAI Board has remarked that:

> The closer (i) the substantive relatedness between the different contracts containing the different arbitration agreements, and (ii) the connectivity between the different claims based on the different contracts and arbitration clauses, the higher the likelihood that the Board will find that the prima facie test under Article 14.2(b) is satisfied.[63]

Article 14 determines the conditions for the FAI Board's jurisdiction to administer a case under the FAI Rules. The wording of article 14 largely mirrors that of article 6(4) of the ICC Rules. Article 14.1 applies where claims are brought in a single arbitration under one arbitration agreement. In such case, the Board must be '***prima facie*** satisfied that an arbitration agreement under the Rules that binds the parties may exist'.[64]

Conversely, article 14.2 determines the FAI Board's jurisdiction to administer a case under the FAI Rules, where claims are made under multiple contracts or different arbitration agreements. In such cases, the FAI Board must be ***prima facie*** satisfied that:

> a) the arbitration agreements under which those claims are made do not contain contradictory provisions; and
>
> b) all the parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.[65]

The FAI Rules nevertheless preserve the arbitral tribunal's ***Kompetenz-Kompetenz*** to decide on its own jurisdiction by providing that the Board's decision to allow the arbitration to proceed under article 14 is not binding on the arbitral tribunal.[66] However, if the Board rejects the request for joinder, the applicant's only remedy is to request a domestic court to rule on the jurisdiction of the arbitral tribunal.

One of the reported FAI Board's jurisdictional decisions concerned a dispute between a Finnish company A (the claimant) and an Indian company B and a guarantor of B's loan, company C (together, the respondents) arising from a loan agreement between A and B (the loan agreement).[67] The loan agreement between A and B contained a FAI arbitration clause, whereas the first demand guarantee issued by C as a security of B's obligations under the loan agreement (the guarantee) designated the jurisdiction over the guarantee to the Finnish courts.

However, the third amendment to the loan agreement (the amendment agreement) provided that the arbitration agreement contained in the loan agreement also applied to the amendment agreement. The amendment agreement further contained a signed undertaking from company C to guarantee the loan amount specified in the amendment to the loan agreement.

Following B's failure to repay its loan under the loan agreement, the claimant initiated FAI arbitration against B and C. The respondents raised a jurisdictional plea on the basis that certain other agreements concluded in connection with the loan agreement were governed by Indian substantive law and conferred jurisdiction to the courts of Chennai, the various amendments to the loan agreement had rendered it void, thus preventing the claimant from invoking the arbitration clause in the loan agreement, and that the second respondent, company C was not a signatory to the arbitration agreement contained in the loan agreement.

The FAI Board was ***prima facie*** satisfied that a valid and binding FAI arbitration agreement between A, B and C may exist and, thus, allowed the arbitration to proceed against both respondents pursuant to article 14 of the FAI Rules. The sole arbitrator appointed by the FAI Board decided the jurisdictional plea as a preliminary matter and issued a separate

procedural ruling finding that the sole arbitrator had jurisdiction to adjudicate all claims raised against both respondents and dismissing the respondents' jurisdictional objection. The sole arbitrator reasoned that both respondents were bound by the arbitration agreement on the basis that the loan agreement and the guarantee were closely related agreements, the claimant's claims against both respondents were also closely related and it was evident that by signing the amendment agreement the second respondents, company C had become involved in the execution of the loan agreement on a de facto basis and was, thus, deemed to have consented to be bound by the arbitration agreement in the loan agreement.

Notes

[1] http://arbitration.fi.
[2] 2013 Arbitration Rules of the Finland Chamber of Commerce (2013 FAI Rules), available at http://arbitration.fi/rules-eng.
[3] 2016 Mediation Rules of the Finland Chamber of Commerce (2016 FAI Mediation Rules), available at http://arbitration.fi/mediation/mediation_rules/.
[4] 2013 FAI Rules, at article 25.3.
[5] 2013 FAI Rules, at article 29.1.
[6] 2013 FAI Rules, at article 30.1.
[7] 2013 FAI Rules, at article 39.1.
[8] 2013 FAI Rules, at article 42.
[9] 2013 FAI Rules, at article 42.
[10] 2013 FAI Rules, at article 33.3.
[11] 2013 FAI Rules, at article 33.2.
[12] 2013 FAI Rules, at articles 10–14.
[13] 2013 FAI Rules, at article 36.5 and Appendix III.
[14] 2013 FAI Rules, at article 36.
[15] 2013 FAI Rules, at article 49.
[16] 2013 FAI Rules, at article 25.5.
[17] 2013 FAI Rules, at article 33.
[18] 2013 FAI Rules, at article 25.6.
[19] 2013 FAI Rules, at article 52.1.
[20] FAI 2017 Statistics, available at http://arbitration.fi/the-arbitration-institute/statistics.
[21] FAI commentary on 2017 statistics, available at https://arbitration.fi/2018/02/07/review-fais-year-2017/.
[22] FAI commentary on 2017 statistics, available at https://arbitration.fi/2018/02/07/review-fais-year-2017/.
[23] Arbitration Act 967/1992, available in English (unofficial translation) at www.finlex.fi/fi/laki/kaannokset/1992/en19920967.pdf.
[24] 2013 FAI Rules, at article 21.5.
[25] 2013 FAI Rules, at article 21.6.
[26] FAI commentary on 2014 statistics, available at http://arbitration.fi/2015/03/13/fai-statistics-2014.
[27] FAI 2017 Statistics, available at http://arbitration.fi/the-arbitration-institute/statistics.
[28] First Arbitral Rules of the FAI dated 1910, at section 11.
[29] First Arbitral Rules of the FAI dated 1910, at section 10.
[30] First Arbitral Rules of the FAI dated 1910, at section 16.
[31] http://arbitration.fi/en/statistics. The 1993 Rules already provided for a rather ambitious time limit of 12 months for the rendering of the final award (1993 FAI Rules, at section 38).
[32] FAI 2016 Statistics, available at http://arbitration.fi/the-arbitration-institute/statistics.
[33] 2013 FAI Rules, at article 42. The FAI may nevertheless extend the arbitral tribunal's nine-month time limit for the rendering of the final award upon a reasoned request of the arbitral tribunal.
[34] 2016 FAI Mediation Rules, available at http://arbitration.fi/mediation/mediation_rules/.
[35] 2016 FAI Mediation Rules, at article 2.2.
[36] 2016 FAI Mediation Rules, at article 11.
[37] 2016 FAI Mediation Rules, at article 11.1.
[38] 2016 FAI Mediation Rules, at article 11.2.

2016 FAI Mediation Rules, at article 1.1.
[39] 2016 FAI Mediation Rules, at article 9.
[40] 2016 FAI Mediation Rules, at article 5.
[41] 2016 FAI Mediation Rules, at article 8.
[42] 2016 FAI Mediation Rules, at article 10.
[43] 2016 FAI Mediation Rules, at articles 5, 8 and 9.
[44] 2016 FAI Mediation Rules, at article 5.6.
[45] 2016 FAI Mediation Rules, at article 5.7.
[46] 2016 FAI Mediation Rules, at article 6.
[47] 2016 FAI Mediation Rules, at article 8.1.
[48] 2016 FAI Mediation Rules, at article 8.5.
[49] 2016 FAI Mediation Rules, at article 15.
[50] 2016 FAI Mediation Rules, at article 12.1.
[51] The reported FAI Cases, available at http://arbitration.fi/category/fai-cases.
[52] The reported FAI Cases, available at http://arbitration.fi/category/fai-cases.
[53] FAI award addressing the recoverability of the costs of injunction proceedings in the subsequent FAI arbitration, published on 3 March 2017, available at https://arbitration.fi/2017/03/03/fai-award-addressing-recoverability-costs-injunction-proceedings-subsequent-fai-arbitration.
[54] FAI award addressing the recoverability of the costs of injunction proceedings in the subsequent FAI arbitration, published on 3 March 2017, available at https://arbitration.fi/2017/03/03/fai-award-addressing-recoverability-costs-injunction-proceedings-subsequent-fai-arbitration.
[55] 2013 FAI Rules, at article 13.
[56] 2013 FAI Rules, at article 13.1.
[57] 2013 FAI Rules, at article 13.2.
[58] 2013 FAI Rules, at article 13.4.
[59] FAI Board's Recent Practice on the Consolidations under the FAI Rules, published on 19 February 2018, available at https://arbitration.fi/2018/02/19/fai-boards-recent-practice-consolidation-arbitrations-fai-rules/.
[60] FAI Board's Recent Practice on the Consolidations under the FAI Rules, published on 19 February 2018, available at https://arbitration.fi/2018/02/19/fai-boards-recent-practice-consolidation-arbitrations-fai-rules/.
[61] FAI Board's First Ruling on the Consolidation of Arbitrations under Article 13, published on 4 May 2015, available at http://arbitration.fi/2015/05/04/fai-boards-first-ruling-on-the-consolidation-of-arbitrations-under-article-13.
[62] FAI Board's Negative Jurisdictional Decision under article 14.2 Refusing to Allow the Counterclaim to Proceed in the Arbitration, published on 2 March 2015, available at http://arbitration.fi/2015/03/02/fai-boards-negative-jurisdictional-decision-article-14-2-refusing-allow-counterclaim-proceed-arbitration.
[63] 2013 FAI Rules, at article 14.1.
[64] 2013 FAI Rules, at article 14.2.
[65] 2013 FAI Rules, at article 14.2.
[66] FAI Reported Cases: Sole Arbitrator's jurisdictional decision finding that an arbitration clause contained in a loan agreement was valid and binding on both the lender and the guarantor, published on 30 May 2016, available at http://arbitration.fi/2016/05/30/sole-arbitrators-jurisdictional-decision-finding-arbitration-clause-contained-loan-agreement-valid-binding-lendee-guarantor.
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