



Remote Hearing Protocol

2026 Edition

29 N. Shataidze St., Tbilisi 0114, Georgia
info@giac.ge www.giac.ge

Contents

Article 1	Purpose and Legal Basis.....	3
Article 2	Scope and Definitions	3
Article 3	Seat of Arbitration	4
Article 4	Decision on the Form of the Hearing.....	4
Article 5	Platform and Technical Arrangements	5
Article 6	Participants, Identification and Admission	6
Article 7	Conduct of the Hearing.....	6
Article 8	Documents	7
Article 9	Examination of Witnesses and Experts	7
Article 10	Interpretation and Transcription	8
Article 11	Recording	9
Article 12	Confidentiality, Cybersecurity and Personal Data	9
Article 13	Technical Disruptions	10
Article 14	Costs and Liability.....	11
Article 15	Final Provisions.....	11

Article 1

Purpose and Legal Basis

1. This Protocol establishes supplementary procedural rules for hearings and other meetings held, in whole or in part, by video conference or other means of remote communication in arbitrations administered by the Georgian International Arbitration Centre (GIAC), and sets out the obligations of the persons taking part in them.
2. This Protocol implements, and shall be read together with, Article 27(3) and Article 30(2) of the GIAC Arbitration Rules in force from 12 April 2024 (the “Rules”). The arbitral proceedings shall in all cases be conducted in accordance with the Rules. In case of any inconsistency between this Protocol and the Rules, the Rules shall prevail.
3. Where an arbitration is governed by an earlier version of the Rules pursuant to Article 2(2) of the Rules, this Protocol applies to the extent compatible with that version.
4. The Arbitral Tribunal may, after consulting the parties, supplement or depart from any provision of this Protocol by procedural measures adopted in the form of a resolution under Article 21(2) of the Rules, provided that such measures are not contrary to the Rules or to the agreement of the parties.
5. In applying this Protocol, the Arbitral Tribunal shall ensure that the parties are treated equally and are given a full and reasonable opportunity to present their case (Article 21(3) of the Rules), that the proceedings are conducted in an expeditious and cost-effective manner (Article 21(1) of the Rules), and that every effort is made to ensure the enforceability of the award (Article 47(1) of the Rules).
6. The Arbitral Tribunal may have regard to recognised international practice, in particular Article 8.2 of the IBA Rules on the Taking of Evidence in International Arbitration (2020) and the ICCA-NYC Bar-CPR Protocol on Cybersecurity in International Arbitration (2022 edition), to the extent compatible with the Rules and the agreement of the parties.

Article 2

Scope and Definitions

1. This Protocol applies where a hearing or meeting is held remotely or in hybrid form:
 - (a) by agreement of the parties;
 - (b) by decision of the Arbitral Tribunal under Article 30(2) of the Rules; or
 - (c) where a case management conference is held by video conference, telephone or other means of communication under Article 27(3) of the Rules.
2. This Protocol applies equally, with such adjustments as the urgency of the matter requires, to hearings before an Emergency Arbitrator (Article 5(1) of Annex V to the Rules) and to hearings under the Fast Track Arbitration Procedures (Article 5(4) of Annex IV to the Rules).
3. For the purposes of this Protocol:

- (a) “Remote Hearing” means a hearing in which all participants take part from different locations by video conference or other means of remote communication;
- (b) “Hybrid Hearing” means a hearing in which some participants are physically present at a hearing venue and others take part remotely;
- (c) “Hearing” means a Remote Hearing or a Hybrid Hearing, and includes case management conferences, procedural meetings and oral hearings on jurisdiction, the merits, interim measures or costs;
- (d) “Platform” means the video conferencing system and related technology used to conduct the Hearing;
- (e) “Participants” means the members of the Arbitral Tribunal, the secretary of the Arbitral Tribunal (if appointed), the parties, witnesses, experts, interpreters, court reporters, the GIAC case manager, the technical administrator and any other person admitted to the Hearing by the Arbitral Tribunal;
- (f) “Party” includes the party’s representatives, unless the context requires otherwise.

Article 3

Seat of Arbitration

1. Holding a Hearing remotely or in hybrid form does not change the seat of arbitration agreed by the parties or determined under Article 22(1) of the Rules.
2. Unless the parties agree otherwise, a Hearing held under this Protocol shall be deemed to have taken place at the seat of arbitration, irrespective of the physical location of any Participant. The award shall be deemed to have been rendered at the seat of arbitration (Article 22(3) of the Rules).

Article 4

Decision on the Form of the Hearing

1. In the absence of an agreement of the parties, the Arbitral Tribunal shall decide, after consulting the parties, whether a Hearing is to be conducted in person, remotely or in hybrid form (Article 30(2) of the Rules). In doing so, the Arbitral Tribunal shall take into account all relevant circumstances, including:
 - (a) the views of the parties;
 - (b) the nature and purpose of the Hearing and the extent of witness and expert evidence;
 - (c) the location and time zones of the Participants, any travel restrictions, and the costs involved in relation to the amount in dispute;
 - (d) the availability and reliability of the technology and internet connection of each Participant;
 - (e) the need for interpretation;
 - (f) confidentiality and data security; and

- (g) any mandatory requirements of the law of the seat or of the place where enforcement of the award is likely to be sought.
- 2. The decision on the form of the Hearing and the arrangements for it shall be recorded in a procedural resolution adopted reasonably in advance of the Hearing (Article 30(2) of the Rules).
- 3. A party that objects to the Hearing being held remotely or in hybrid form shall raise the objection, with reasons, promptly after the matter is put to the parties and in any event before the Hearing begins. A party that proceeds with the Hearing without objecting promptly shall be deemed to have waived its right to object, unless it demonstrates that its failure to object was justified (Article 49 of the Rules).
- 4. The Arbitral Tribunal may, after consulting the parties, change the form of a Hearing at any time where the circumstances so require.

Article 5

Platform and Technical Arrangements

- 1. Unless the parties and the Arbitral Tribunal agree otherwise after consulting the Secretariat, Hearings shall be conducted on a Platform provided by GIAC. Official access to the Platform is provided by the Secretariat.
- 2. Any Platform used shall, at a minimum, provide encryption of transmitted data, access protected by password or individual invitation, a waiting room or other means of admission control, separate virtual rooms, screen sharing and recording functions and, where required, separate channels for simultaneous interpretation.
- 3. The Secretariat shall send the access details and instructions for the Platform to the Arbitral Tribunal, the parties and the other Participants no later than one (1) business day before a Hearing. The details shall be sent to the email addresses notified by the parties under Article 4(1) and (3) of the Rules or stated in the Terms of Reference, unless a party has notified the Secretariat of a change of address.
- 4. Access details are personal to each Participant and shall not be forwarded to any person who is not included in a list of Participants under Article 6(2).
- 5. Each party shall ensure that it and the witnesses, experts and other persons it presents have:
 - (a) a stable broadband internet connection, preferably wired, sufficient for uninterrupted two-way video;
 - (b) a computer with a camera, a microphone and speakers or a headset; a second screen is recommended for viewing documents; a mobile telephone may be used for video only with the permission of the Arbitral Tribunal;
 - (c) a backup connection and a telephone number at which the Participant can be reached during the Hearing;
 - (d) up-to-date versions of the Platform software and operating system; and

- (e) a quiet, adequately lit and private room.
- 6. Before an oral hearing on the merits, and before any other Hearing where the Arbitral Tribunal considers it appropriate, the Secretariat shall organise a technical test session with the Participants, including, as far as practicable, witnesses, experts and interpreters. Each party shall designate a technical contact person who will be available throughout the Hearing.
- 7. The Secretariat may engage a technical administrator to manage admission to the Hearing, virtual rooms, screen sharing and recording, and to resolve technical problems. The technical administrator shall act only on technical matters, shall not take part in the substance of the Hearing and is bound by the duty of confidentiality under Article 46(1) of the Rules.

Article 6

Participants, Identification and Admission

1. The Hearing is attended by the Arbitral Tribunal, the secretary of the Arbitral Tribunal (if appointed), the parties and the GIAC case manager. Unless the parties agree or the Arbitral Tribunal decides otherwise, witnesses and experts take part only during the time allocated for their examination. Interpreters, court reporters and the technical administrator take part to the extent necessary for the performance of their functions.
2. Each party shall submit to the Arbitral Tribunal, the other party and the Secretariat, by the date fixed by the Arbitral Tribunal and no later than five (5) business days before the Hearing, a list of its Participants stating each person's name, role and email address, the city and country from which the person will take part, and any other person who will be physically present with that Participant. Any change shall be notified without delay. No person who is not on a list may be admitted without the permission of the Arbitral Tribunal.
3. Before the Hearing begins, the Arbitral Tribunal shall review the list of attendees with the parties and ensure that every Participant has been identified. Witnesses and experts shall be identified immediately before their examination. Where an identity document must be checked, this shall be done by the GIAC case manager.
4. Each Participant shall display his or her full name correctly on the Platform. Party representatives shall indicate the party they represent before their name, for example: "Claimant: [Name Surname]".

Article 7

Conduct of the Hearing

1. The Arbitral Tribunal is fully in charge of the Hearing (Article 30(2) of the Rules). At the beginning of the Hearing, unless these matters are already settled in a procedural resolution, the Arbitral Tribunal shall confirm with the parties the order of proceedings, the allocation of time, the procedure for objections, the arrangements for the examination of witnesses and experts and the procedure to be followed in the event of a technical disruption.

2. When fixing the starting and ending times of each hearing day and the breaks, the Arbitral Tribunal shall take into account the time zones in which the Participants are located, so that no party is unfairly disadvantaged.
3. Members of the Arbitral Tribunal, counsel while addressing the Arbitral Tribunal and the witness or expert under examination shall keep their cameras switched on. Other Participants may switch off their cameras with the permission of the Arbitral Tribunal. Microphones shall be muted when the Participant is not speaking.
4. Each party shall designate in advance its lead speaker for each part of the Hearing. Participants shall not interrupt one another and shall speak only when given the floor by the presiding arbitrator or the sole arbitrator; a request for the floor shall be made using the “raise hand” function or by another visible sign.
5. The chat function of the Platform may be used only for technical or organisational messages addressed to all Participants. The Arbitral Tribunal shall deliberate in a separate virtual room which is not recorded and to which no other Participant has access. The parties may use separate virtual rooms for private consultations during breaks.
6. Participants shall observe the same standards of conduct as at an in-person hearing, including appropriate attire and a neutral background. A witness or expert shall not use a virtual background or background blurring while giving evidence.
7. In a Hybrid Hearing, the Arbitral Tribunal shall ensure that Participants taking part remotely can see and hear the proceedings in the hearing room, can be seen and heard by all other Participants, and have the same access to documents as those physically present. Where one party is physically present and the other takes part remotely, the Arbitral Tribunal shall take appropriate measures to preserve the equality of the parties.

Article 8

Documents

1. At the Hearing, documents shall be referred to by their page number. A party may use the screen sharing function to display documents; the Arbitral Tribunal may direct that screen sharing be operated by the technical administrator.
2. No new document may be introduced at the Hearing without the permission of the Arbitral Tribunal.
3. Documents to be put to a witness or expert shall be shown on screen or provided in a clean, unmarked electronic form.

Article 9

Examination of Witnesses and Experts

1. Each party is responsible for securing the participation of the witnesses and experts it presents. The party shall inform them in advance of this Protocol and of the details needed to take part in the Hearing, and shall ensure that they have the technology and connection required under Article 5(5) and that their names are correctly displayed on the Platform.

2. Witnesses and experts may be subjected to direct and cross-examination in accordance with Article 29(3) of the Rules; experts appointed by the Arbitral Tribunal may be questioned by the parties in accordance with Article 29(4) of the Rules. No later than ten (10) days before the Hearing, each party shall notify the Arbitral Tribunal, the other party and the Secretariat of the place from which each of its witnesses and experts will give evidence and the language in which they will testify.
3. A witness or expert shall give evidence alone in a closed room, unless the Arbitral Tribunal permits otherwise. Any other person present in the room, including an interpreter or a technician, shall be disclosed in advance, identified at the start of the testimony and remain visible on camera.
4. Where a party wishes its representative or another person to be physically present at the location from which a witness or expert of the other party will give evidence, it shall submit a reasoned request by email to the Arbitral Tribunal, the Secretariat and the other party no later than seven (7) days before the date of the examination. The Arbitral Tribunal shall decide on the request.
5. While giving evidence, a witness or expert shall:
 - (a) keep the camera on and positioned so that his or her face, upper body and hands are visible, and keep the microphone on;
 - (b) not communicate with any other person by any means, including messaging applications;
 - (c) not consult any notes, documents, devices or software, including artificial intelligence tools, other than those permitted by the Arbitral Tribunal;
 - (d) at the request of the Arbitral Tribunal, show the room and the desk by moving the camera; and
 - (e) not discuss his or her evidence with any person during breaks in the testimony.
6. Before giving evidence, each witness and expert shall confirm his or her identity and declare that he or she will tell the truth or, in the case of an expert, that the opinion expressed is his or her genuine and independent opinion, and that he or she will comply with paragraph 5 of this Article.
7. The Arbitral Tribunal may take any breach of this Article into account in determining the admissibility and weight of the evidence (Article 29(1) of the Rules), may suspend the examination or order that it be repeated, and may take the breach into account when deciding on costs (Article 45(5) of the Rules).
8. Where there is any obstacle to the remote examination of a witness or expert, the Arbitral Tribunal shall, after consulting the parties, decide on the appropriate measures, including rescheduling the examination, hearing the witness or expert in person, or adopting another procedure that ensures the equal treatment of the parties.

Article 10

Interpretation and Transcription

1. The Hearing shall be conducted in the language of the arbitration determined under Article 25 of the Rules. A party presenting a witness or expert who will not testify in that language shall arrange for a qualified interpreter, whose identity shall be notified in advance, unless the Arbitral Tribunal decides otherwise. The interpreter shall confirm his or her impartiality and undertake to keep the proceedings confidential.
2. The Arbitral Tribunal shall decide, after consulting the parties, whether interpretation is to be simultaneous, through a separate channel of the Platform, or consecutive.
3. Where agreed by the parties or ordered by the Arbitral Tribunal, a court reporter shall produce a verbatim transcript of the Hearing. The parties shall submit any agreed corrections to the transcript within the time limit fixed by the Arbitral Tribunal.

Article 11 Recording

1. The Secretariat and/or the Arbitral Tribunal shall make the audio and video recording of the Hearing. Deliberations of the Arbitral Tribunal and private consultations in separate virtual rooms shall not be recorded.
2. The recording is confidential (Article 30(4) and Article 46(1) of the Rules). The Secretariat shall make it available to the Arbitral Tribunal and, upon request, to the parties, solely for the purposes of the arbitration and of any court proceedings relating to it.
3. No other Participant may record, photograph, take screenshots of, broadcast or automatically transcribe any part of the Hearing by any means without the prior permission of the Arbitral Tribunal. This prohibition extends to note-taking, transcription and summarising tools, including those using artificial intelligence, that join the Platform or run on a Participant's device.
4. The Secretariat shall retain the recording for as long as necessary for the purposes of the arbitration and of any related court proceedings, and in any event at least until the expiry of the time limit for an application to set aside the award under the law of the seat of arbitration, in accordance with the Internal Rules of GIAC and the applicable data protection law.

Article 12 Confidentiality, Cybersecurity and Personal Data

1. Hearings are held in private, and all information, documents, recordings and transcripts relating to them are confidential unless the parties agree otherwise (Article 30(4) and Article 46 of the Rules). Each party is responsible for ensuring that the witnesses, experts and other persons it presents comply with this obligation.
2. Each Participant shall take reasonable measures to protect the security of the Hearing, including by:
 - (a) using a secure private network and not a public Wi-Fi network;

- (b) keeping software and security protections up to date;
 - (c) not sharing access links or passwords;
 - (d) taking part from a place where no unauthorised person can see or hear the Hearing, using a headset where necessary; and
 - (e) locking or closing any device left unattended.
3. Personal data processed in connection with a Hearing, including images, voice and identification data, shall be processed in accordance with the applicable data protection law and only to the extent necessary for the conduct of the arbitration. Each party shall inform the witnesses, experts and other persons it presents of such processing, including the recording of the Hearing.
 4. Any Participant who becomes aware of actual or suspected unauthorised access to the Hearing, or of the disclosure of information relating to it, shall immediately inform the Arbitral Tribunal and the Secretariat. The Arbitral Tribunal shall, after consulting the parties, decide on the appropriate measures.

Article 13

Technical Disruptions

1. A Participant who loses audio or video connection, or is otherwise unable to follow the Hearing, shall immediately inform the GIAC case manager by the backup means agreed in advance and attempt to reconnect.
2. Where the connection of a member of the Arbitral Tribunal, a party's lead speaker, the witness or expert under examination or an interpreter is interrupted, the Hearing shall be paused until the connection is restored. Any part of the Hearing that a party was unable to follow because of a disruption shall, at its request, be repeated or otherwise remedied as the Arbitral Tribunal decides.
3. Time lost because of a technical disruption shall not be counted against the time allocated to a party, unless the Arbitral Tribunal decides otherwise, in particular where the disruption results from that party's failure to comply with Article 5(5).
4. Where a disruption cannot be resolved within a reasonable time, the Arbitral Tribunal may, after consulting the parties, continue by audio connection only (except for the examination of a witness or expert, unless the parties agree), adjourn or reschedule the Hearing, or adopt any other measure that ensures the equal treatment of the parties and a full opportunity to present their case.
5. If a party fails to appear at the Hearing without valid reason, the Arbitral Tribunal may proceed in its absence (Article 30(3) of the Rules). A technical problem that has been promptly reported and is not attributable to a lack of diligence on the part of that party shall be considered a valid reason.
6. At the close of the Hearing, the Arbitral Tribunal shall ask the parties to confirm whether they have had a full and equal opportunity to present their case and whether they have any

objection to the conduct of the Hearing. Their answers shall be recorded in the transcript or in the minutes of the Hearing.

Article 14

Costs and Liability

1. The costs of the Platform provided by GIAC, of the technical administrator and of interpretation and transcription services arranged through GIAC form part of the Costs of Arbitration under Article 45(1) of the Rules, and the Secretariat may fix additional fees for them under Article 2(3) of Annex I to the Rules. Each party shall bear its own technology costs, subject to the decision of the Arbitral Tribunal on costs (Article 45(5) and (8) of the Rules).
2. To the extent legally permissible, GIAC and its employees, the arbitrators, the technical administrator and any person appointed by the Arbitral Tribunal shall not be liable for the functioning, availability or security of the Platform or of third-party networks, including against hacking or other unauthorised access or leaks, or for any damage arising from them (Article 48 of the Rules). Each party is responsible for its own equipment and connection and for those of the persons it presents.

Article 15

Final Provisions

1. Where a matter is not expressly regulated by this Protocol, GIAC and the Arbitral Tribunal shall act in the spirit of the Rules and of this Protocol (Article 47(1) of the Rules).
2. This Protocol is made in English and Georgian. In case of discrepancy, the version in the language of the arbitration shall prevail; where the arbitration is conducted in another language, the English version shall prevail.