

IBA ARBITRATION COMMITTEE

**RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS
SUBCOMMITTEE**

**COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE
VALIDITY OF THE ARBITRAL AWARD**

Author

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GHANA		
I. General questions	(Yes/No /NA)	Additional comments, if any.
I.1		
Has the country that you are reporting about adopted the UNCITRAL Model Law?	YES	The national arbitration law, the Alternative Dispute Resolution Act, 2010 (Act 798) (“ADRA”), is based on the Model Law. Provisions under the ADRA relating to the competence of the arbitral tribunal to rule on its own jurisdiction, the powers of the arbitral tribunal to order interim measures, the autonomy of the parties to agree on rules of procedure and the grounds for setting aside an award, amongst others, are based on the Model Law. There are no key modifications to the Model Law under the ADRA, although the terms are more comprehensive than the Model Law.
I.2		
Is it required for the award to result from an agreement to arbitrate?	YES	

I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	NO	
I.2.b	Does the agreement to arbitrate must be attached to the award?	NO	However, under section 59(1)(d) of the ADRA, the courts will not enforce a foreign arbitral award if the agreement to arbitrate or a duly authenticated copy of it is not produced to the court.
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	YES	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NO	See comment under 1.2.b
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	NO	There are no specific provisions on this in the ADRA. However, as a matter of practice, there has been a known instance where an award has dealt with a purely jurisdictional issue. The award was not challenged or involved in any other process where its validity was scrutinized.
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	N/A	
I.4	Must the award comply with certain minimal formal requirements?	YES	Although the parties are free to agree on the form of the award, in the absence of such an agreement, the formal requirements set out under section 49 of the ADRA apply. Section 49 provides that the award (a) shall be in writing and the arbitrator shall (b) sign the award; (c) state the date and place where the award was made; and (d) except the parties otherwise agree, state in writing the reasons for the award.

			Article 42 of the Ghana Arbitration Centre Rules (GAC Rules) provides among others that the award must be in writing and must be signed either by the sole arbitrator or by at least a majority, if there are more than one arbitrator.
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	NO	Under section 59(1)(d) of the ADRA, the requirement is either the original award or a copy of the award authenticated in accordance with the law of the country where the award was made, or authenticated in a manner as may be sufficient under the laws of Ghana.
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	YES	
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	YES	Section 49 of the ADRA provides that the arbitrator must state in writing the reasons for the award, unless the parties otherwise agree.
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	YES	The ADRA provides in Section 49 that unless that parties otherwise agree, the arbitrator must state the date and place where the award was made
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	YES	The ADRA in Section 49 provides that unless that parties otherwise agree, the arbitrator must state the date and place where the award was made

I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	N/A	The ADRA is silent on this. Section 49(4) provides that where there is more than one arbitrator the signatures of the majority of the arbitrators shall be sufficient where the reason for the omission of the signatures of some of the arbitrators is stated.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	N/A	
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	N/A	The ADRA is silent on this.
I.5	Are partial awards permitted?	YES	The Second Schedule of the ADRA is the Arbitration Rules of the yet-to-be formed Alternative Dispute Resolution Centre (“ADR Centre Rules”). Rule 37(1) states that in addition to a final award, an arbitrator may make an interim, interlocutory or partial award.
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		
I.6	Are rectificative or interpretative additional awards permitted?	YES	Section 53 of the ADRA allows the arbitrator to (a) correct any clerical, typographical, technical or computation error in the award; and (b) make an additional award in respect of a claim presented to the arbitrator but omitted from the award. Rule 40 of the ADR Centre Rules also allows for interpretative awards.

I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	YES	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		<p>Under Section 53 of the ADRA, rectificative awards must be issued within twenty-eight days of delivering an award or such longer period as the parties may agree on, upon giving fourteen days' notice to the parties. Rule 41 of the ADR Centre Rules however stipulates that the correction must be made within thirty days after communication of the award.</p> <p>Under Rule 40 of the ADR Centre Rules, interpretation must be given within fourteen days of the request. The request must be made within thirty days of issuing the award.</p>
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	YES	Rule 40 of the ADR Centre Rules provides that the interpretation forms part of the award. The ADRA is however silent on whether rectification forms part of the award, although in practice it is treated as such.
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	N/A	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		The arbitrator can issue a rectificative award to (a) correct any clerical, typographical, technical or computation error in the award; and (b) make an additional award in respect of a claim presented to the arbitrator but omitted from the award.

I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?	N/A	The ADRA does not expressly provide for this.
I.7	Are interim or preliminary awards permitted?	YES	
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	N/A	There are no specific provisions on this. Section 38 of the ADRA however provides that an arbitrator may grant any interim relief the arbitrator considers necessary for the protection or preservation of the property. Such interim reliefs may take the form of an interim award.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	N/A	There are no specific provisions in the ADRA on this.
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	N/A	There are no specific provisions in the ADRA on this.
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	N/A	There are no specific provisions in the ADRA on this.
I.8	Are awards by consent accepted?	YES	
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	YES	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.		Section 47(3) of the ADRA provides that if the parties settle the dispute during the proceedings, the arbitrator shall terminate the proceedings and with the agreement of the parties, record the settlement in the

			form of an arbitral award on agreed terms. Section 47(4) further provides that an arbitral award on agreed terms must comply with the form and content of a regular arbitral award.
I.9	Are default awards accepted?	YES	Section 33(2) of the ADRA provides that if one of the parties, duly invited to produce documentary evidence, fails to do so within the specified period of time and without showing sufficient cause for the failure, the arbitral tribunal may make the award on the evidence before it. Section 33(2) further provides that in the event of default by either party in respect of any procedural order made by the arbitrator, the arbitrator may proceed with the arbitration in the absence of that party and deliver the arbitration award.
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	NO	Section 33 (2) simply states that the arbitrators may make an award but does not specify a particular type of award.
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	N/A	The ADRA is silent on this.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	N/A	The ADRA is silent on this.
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	N/A	The ADRA is silent on this.

I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	N/A	The ADRA is silent on this.
I.10	Is there a time limit requirement to render the award?	NO	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		Section 46 of the ADRA suggests that the award must be made within the time period specified in the arbitration agreement or the time agreed by the parties for the making of the award. If a hearing is re-opened in a matter where the parties have not agreed and the arbitration agreement is silent on the time for delivering the award, the award must be delivered within 30days.
I.11	Are arbitrators required to meet certain qualifications?	YES	
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.		The general principle is that an arbitrator is required to have the relevant experience and competence.
II. Language		(Yes/No /NA)	Additional comments, if any.
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	N/A	The ADRA does not include specific provisions on this. However, section 32 states that the parties are free to choose the language of arbitral proceedings, and by extension the award. For enforcement of foreign arbitral awards, section 59(2) requires production of a certified true translation into the English language.

II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	N/A	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	N/A	The ADRA is silent on this. Section 32(2) however provides that in the absence of an agreement, the arbitrator shall determine the language of the proceedings.
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	N/A	The ADRA is silent on this.
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	N/A	The ADRA is silent on this.
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NO	The ADRA is silent on this. However, Section 32 provides that the parties are free to choose the language of arbitral proceedings and by extension the award.
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NO	The ADRA is silent on this
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	N/A	The ADRA is silent on this
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	N/A	The ADRA is silent on this.
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	The ADRA is silent on this.
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	N/A	The ADRA is silent on this.

II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	The ADRA is silent on this.
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	N/A	The ADRA is silent on this.
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	N/A	The ADRA is silent on this.
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	N/A	The ADRA is silent on this
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	N/A	The ADRA is silent on this
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	N/A	The ADRA is silent on this
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	N/A	The ADRA is silent on this
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	N/A	The ADRA is silent on this
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	N/A	The ADRA is silent on this
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	N/A	The ADRA is silent on this
II.3.g	If your answer to question <u>II.3.b</u> is yes, <u>is there any specific requirement regarding the person who can translate the text (ie. sworn translator)?</u>	N/A	The ADRA is silent on this
III. Signature, date and place		(Yes/No /NA)	Additional comments, if any.
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	N/A	The ADRA is silent on this and only provides that the award must be signed by the arbitrator.

III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	N/A	The ADRA is silent on this
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	N/A	The ADRA is silent on this
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	The ADRA is silent on this
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	YES	Section 49(4) of the ADRA provides that where there is more than one arbitrator the signatures of the majority of the arbitrators shall be sufficient, where the reason for the omission of the signatures of some of the arbitrators is stated.
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	YES	Section 49(4) provides that where there is more than one arbitrator the signatures of the majority of the arbitrators shall be sufficient where the reason for the omission of the signatures of some of the arbitrators is stated.
III.3	In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?	N/A	The ADRA is silent on this.
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	N/A	The ADRA is silent on this.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	N/A	The ADRA is silent on this.
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	NO	As indicated, where there is more than one arbitrator the signatures of the majority of the arbitrators shall be sufficient where the reason for the omission of the

			signatures of some of the arbitrators is stated.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	N/A	The ADRA is silent on this.
III.5	Is initialling of all the pages of the award required?	N/A	The ADRA is silent on this.
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	N/A	The ADRA is silent on this but this is not routinely done in practice.
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	N/A	The ADRA is silent on this.
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	YES	The ADRA is silent on this but there is no rule of practice prohibiting this.
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	N/A	The ADRA is silent on this and this issue has not been explored in practice.
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	N/A	The ADRA is silent on this and this issue has not been explored in practice.
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	NO	The ADRA is silent on this but in practice, no such requirement is observed.
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	YES	The ADRA is silent on this.
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	N/A	The ADRA is silent on this but in practice this is acceptable.
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	N/A	The ADRA is silent on this

III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	NO	The ADRA is silent on this but as a matter of practice, there is no such requirement.
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	NO	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	N/A	
III.9	Is it required for the arbitral award to bear the date?	YES	
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	N/A	The ADRA is silent on this.
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	N/A	The ADRA is silent on this.
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	N/A	The ADRA is silent on this.
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	N/A	The ADRA is silent on this.
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	N/A	The ADRA is silent on this.
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	N/A	The ADRA is silent on this.
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	The ADRA is silent on this.
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	N/A	The ADRA is silent on this.

III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	N/A	The ADRA is silent on this.
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	N/A	The ADRA is silent on this, however section 49(1) of the ADRA provides that the parties are free to agree on the form of the award.
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	N/A	The ADRA is silent on this.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	N/A	The ADRA is silent on this.
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	N/A	The ADRA is silent on this.
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	N/A	
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	YES	
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	N/A	The ADRA is silent on this.
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	N/A	The ADRA is silent on this.
III.13	Are arbitrators or the arbitral institution required to stamp the award?	NO	This is however done in practice.
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	The ADRA is silent on this.

III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	N/A	The ADRA is silent on this.
III.14	Are arbitrators or the arbitral institution required to bind the award?	NO	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	NO	
IV. Notification of the award		(Yes/No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	YES	Section 34(10) of the ADRA provides that except the parties otherwise agree or the arbitrator otherwise orders, a claim, a notice or any written communication may be served (a) personally on a party; or (b) by mail, courier, facsimile transmission, telex, telegram or other form of written electronic communication addressed to the party or its representative at its last known address.
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NO	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NO	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NO	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	YES	

IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	N/A	The ADRA is silent on this.
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	YES	The ADRA is silent on this but it is allowed in practice.
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	N/A	The ADRA is silent on this but in practice, no such requirement is observed.
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	N/A	The ADRA is silent on this.
IV.5	Is it required to provide each of the parties with an original version of the award?	YES	Section 49(5) of the ADRA requires that each party is provided with a signed copy of the award.
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	YES	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	NO	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	NO	
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	NO	The ADRA is silent on this and there is no such requirement in practice.
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	N/A	The ADRA is silent on this.
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	N/A	The ADRA is silent on this.
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	NO	Section 40(8) provides that the award <u>may</u> be registered with the High Court or

			other institution as agreed upon by the parties.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	N/A	The ADRA is silent on this. However for enforcement in Ghana, the High Court must be provided with the original award or a copy which has been authenticated in accordance with the law of the seat or the laws of Ghana.
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	N/A	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	NO	
IV.8	Is it required for the notification of the award to be made by international courier?	N/A	The ADRA is silent on this.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	N/A	The ADRA is silent on this.
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	N/A	The ADRA is silent on this.
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	YES	
IV.9	Is it required for the notification of the award to be made by public postal services?	NO	
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	

IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	YES	
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	NO	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	YES	
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	NO	
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	N/A	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	
IV.12	Is there any time limit established for notification purposes?	NO	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	N/A	
IV. 12	Are there any additional specific local requirements for the notification of the award?	NO	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	N/A	
V.	Confidentiality	(Yes/No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	N/A	The ADRA is silent on this although that is generally the expectation.

V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	N/A	The ADRA is silent on this although that is generally the expectation.
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	N/A	The ADRA is silent on this although that is generally the expectation.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	N/A	The ADRA is silent on this although that is generally the expectation.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	N/A	The ADRA is silent on this.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	N/A	The ADRA is silent on this.
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	N/A	
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	N/A	The ADRA is silent on this.
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	The ADRA is silent on this.
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	N/A	The ADRA is silent on this.
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	The ADRA is silent on this.
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	N/A	The ADRA is silent on this.

VI. Secretary of the Arbitral Tribunal		(Yes/No /NA)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	YES	The ADRA is silent on this. However, as a matter of practice, this is allowed.
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	N/A	The ADRA is silent on this.
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	N/A	The ADRA and GAC Rules are silent on this.
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	N/A	The ADRA and GAC Rules are silent on this.
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	NO	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	N/A	The ADRA is silent on this.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	N/A	The ADRA is silent on this.
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	N/A	The ADRA is silent on this.
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	N/A	The ADRA is silent on this. But the expectation is that the appointed arbitrators sign the award.
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	N/A	The ADRA is silent on this.
VII. Content of the award		(Yes/No /NA)	Additional comments, if any.

VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	YES	Section 49(c) of the ADRA provides that except the parties agree otherwise, the arbitral tribunal shall state the reasons upon which the award is based.
cVII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	N/A	The ADRA is silent on this. However, the parties are free to agree on the form of the award.
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	N/A	The ADRA is silent on this.
VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	N/A	The ADRA is silent on this.
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	N/A	The ADRA is silent on this. But this is done in practice.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	N/A	The ADRA is silent on this.
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	N/A	The ADRA is silent on this but the expectation is that any determination by the tribunal is indicated and recorded as such.
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	N/A	The ADRA is silent on this but this is done in practice.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	N/A	The ADRA is silent on this.
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	N/A	The ADRA is silent on this.

VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	N/A	The ADRA is silent on this but in practice, this is generally the expectation.
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	N/A	The ADRA is silent on this.
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	N/A	The ADRA is silent on this.
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	N/A	The ADRA is silent on this but this is the expectation on practice.
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	N/A	The ADRA is silent on this but in practice, this is not expected unless the language was not the English language.
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	N/A	The ADRA is silent on this.
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	N/A	The ADRA is silent on this.
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	N/A	The ADRA is silent on this.
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	N/A	The ADRA is silent on this but this is not the expectation in practice.
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	N/A	The ADRA is silent on this but this is generally done.

VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	N/A	The ADRA is silent on this but that is the expectation in practice.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	N/A	The ADRA is silent on this but this is generally done.
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	N/A	The ADRA is silent on this but this is not viewed as a requirement in practice.
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	N/A	The ADRA is silent on this but this is generally not required in practice.
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award??	N/A	The ADRA is silent on this but this is generally done in practice.
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	N/A	The ADRA is silent on this but no specific requirements have been observed in practice.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	N/A	The ADRA is silent on this.

VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	N/A	The ADRA is silent on this but this is generally done in practice..
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	N/A	The ADRA is silent on this but this is generally done in practice.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	N/A	The ADRA is silent on this.
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	N/A	The ADRA is silent on this.
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	N/A	The ADRA is silent on this.
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	N/A	The ADRA is silent on this.
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	The ADRA is silent on this.
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	N/A	The ADRA is silent on this but it is generally done in practice.

VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.6	Is it required for the award to recite the parties' request for relief?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	YES	
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	N/A	The ADRA is silent on this but this is the expectation in practice.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	N/A	The ADRA is silent on this.

VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	N/A	The ADRA is silent on this but it is generally not the general practice.
VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	N/A	The ADRA is silent on this but it is generally done in practice.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	NO	The ADRA is silent on this.
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	NO	The ADRA is silent on this.
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	N/A	
VIII. Reasoning and findings		(Yes/No /NA)	Additional comments, if any.
VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	YES	

VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	NO	
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	N/A	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	N/A	
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	N/A	The ADRA is silent on this but it is generally done in practice.
VIII.3	Is it permitted for the award to be issued without reasons?	YES	Under Section 49(3)(c) of the ADRA, the parties are free to determine whether or not reasons for the award should be given
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	YES	Provided for under Section 50 of the ADRA.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	NO	
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	N/A	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		
IX. Operative part (<i>dispositif</i>)		(Yes/No/NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	YES	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	NO	The ADRA is silent on this.

IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	N/A	.
IX.2	In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?	NO	
IX.3	Are arbitrators allowed to include in the award injunctive relief?	YES	Provided for under Section 50 of the ADRA.
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	YES	Provided for under Section 50 of the ADRA.
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	YES	Provided for under Section 50 of the ADRA.
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	NO	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	N/A	
X.	Dissenting and separate opinions	(Yes/No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	YES	The ADRA does not proscribe this.
X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	NO	The ADRA is silent on this.
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	NO	The ADRA is silent on this.
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	N/A	The ADRA is silent on this.
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	N/A	The ADRA is silent on this.

X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	N/A	The ADRA is silent on this.
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	N/A	
XI. Reservation of issues		(Yes/No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	N/A	The ADRA is silent on this.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	N/A	
XII. Style and length		(Yes/No /NA)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	NO	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	N/A	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	YES	Section 48(7) of the ADRA allows an arbitrator to grant pre-award and post-award relief at simple or compound interest under the terms of the contract or applicable law.
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	NO	The ADRA is silent on this.
XII.3	Are there any restrictions or requirements as to the length of the award?	NO	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	N/A	

XIII. Award of costs		(Yes/No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	NO	The Second Schedule to the ADRA contains the Alternative Dispute Resolution Centre Rules. Rule 43(6) of the ADRA states that the arbitral tribunal <u>can/may</u> determine that the amount of costs for legal representation and assistance of the successful party is reasonable.
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	YES	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	N/A	The ADRA is silent on this.
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	N/A	The ADRA is silent on this.
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	NO	The Second Schedule to the ADRA contains the Alternative Dispute Resolution Centre Rules. Rule 43(5) provides that the costs of arbitration shall be borne by the unsuccessful party except that that the arbitral tribunal may apportion each of the costs between the parties, if it determines that apportionment is reasonable, taking into account the circumstances of the case.
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	YES	

XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	YES	The Second Schedule to the ADRA contains the Alternative Dispute Resolution Centre Rules. Rule 43(5) provides that the costs of arbitration shall be borne by the unsuccessful party except that that the arbitral tribunal may apportion each of the costs between the parties, if it determines that apportionment is reasonable taking into account the circumstances of the case.
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	YES	The Second Schedule to the ADRA contains the Alternative Dispute Resolution Centre Rules. Rule 43(5) provides that the costs of arbitration shall be borne by the unsuccessful party except that that the arbitral tribunal may apportion each of the costs between the parties, if it determines that apportionment is reasonable taking into account the circumstances of the case. The GAC Rules in Article 50(c) provides that the expenses of the arbitration shall be borne equally by the parties unless the parties agree otherwise.
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	NO	The ADRA is silent on this but this is not generally considered a requirement in practice.
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	YES	The GAC Rules in Section 50(c) provides among others that the Arbitrator may in the award assess expenses or any part thereof against any specified party or parties.

XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	NO	The ADRA is silent on this but this is not generally considered a requirement in practice.
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	YES	
XIII.7	Is it required for the award on costs to be reasoned?	NO	The ADRA requires the award in general to be reasoned unless the parties have agreed otherwise.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	YES	
XIII.8	Are the arbitrators required to use certain size/type of paper?	NO	
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	N/A	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	NO	
XIV. Structure of the Award		(Yes/No /NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	NO	
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NO	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	N/A	
XIV.2	Is there a requirement to follow a specific structure of the award?	NO	

XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	NO	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	N/A	
XIV.3	Is it required to address jurisdiction before substance?	NO	However in practice, this is done.
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	YES	
XIV.4	Is it required to discuss the merits of the claim before quantum?	NO	
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	YES	
XIV.5	When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	NO	However in practice, this is done.
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	YES	
XV. References to exhibits, authorities and witnesses declarations		(Yes/No /NA)	Additional comments, if any.
XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	NO	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	N/A	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	NO	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	YES	

XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	NO	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	N/A	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	NO	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	YES	
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	NO	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	N/A	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	NO	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	YES	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	NO	
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	NO	
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	NO	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	YES	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	YES	

XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	N/A	The ADRA does not provide for this but in practice, some arbitrators do.
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	N/A	
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	YES	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	YES	This is done in practice.
XV.8	Is it permitted to cite in the award legal authors and doctrine?	YES	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	YES	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	N/A	Ghana ADRA does not expressly provide for this but some arbitrators do.
XVI. Use of annexes and diagrams		(Yes/No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	YES	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	NO	
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	YES	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	NO	
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	N/A	

XVII. Miscellaneous		(Yes/No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	NO	
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	N/A	