

# IBA ARBITRATION COMMITTEE

## Sub Committee on recognition and enforcement of arbitral awards

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

Author

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Finland			
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?	No	Finland's national arbitration law (the Arbitration Act, 967/1992, hereinafter "FAA") is influenced by, but is not based on, the Model Law. A working group has been set up by the Ministry of Justice to reform the Arbitration Act and align it with the Model Law.
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	An award must generally result from an agreement to arbitrate. However, an arbitration clause in a will, deed of gift, bill of lading, or corresponding document as well as in the articles of association or bylaws of a company, association, or foundation can have the same effect as an arbitration agreement. Statutory arbitration is also provided for in rare cases, e.g. in squeeze-out proceedings.

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	It is customary and generally considered good practice to refer to the arbitration agreement in the recital of the award. However, legislation do not require this.
I.2.b	Does the agreement to arbitrate must be attached to the award?	No	
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?	NA	
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	
I.3	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	<b>Yes</b>	There is no definition of an award in the FAA. Sections 33, 34 and 35 FAA set out the possibilities for arbitral tribunals to issue awards that are not final awards (as presented below). These do not provide for procedural issues to be decided in the form of an award. This can be understood <i>e contrario</i> to mean that a purely procedural matter cannot be resolved by an award.
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?	Yes	The FAA does not stipulate how procedural issues should be resolved. Typically, procedural or administrative matters are resolved by procedural order.
I.4	<b>Does the award must comply with certain minimal formal requirements?</b>	<b>Yes</b>	The following sections set out the formal requirements as required by the FAA. Please note that institutional rules, such as those of the Arbitration Institute of the Finland Chamber of Commerce (the “FAI

			Rules”), may contain also other requirements.
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	<p>The formal requirements are only that the award shall be made in writing and signed by the arbitrators as well as indicate its date and the place of arbitration (Section 36 FAA). Section 37 FAA requires that a copy of the award duly signed by the arbitrators shall be given to each party at the session of the arbitrators or delivered to them in another verifiable way.</p> <p>Under FAI Rules, an award shall be reasoned and made in writing (Section 43.1 FAI Rules). An award shall be signed, specify the seat of arbitration and the date on which the award was made (Section 43.2 FAI Rules). Under Section 43.3 FAI Rules, the arbitral tribunal shall communicate an original copy of the award to the parties.</p>
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	See Section 36 FAA and Section 43.1 FAI Rules.
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?	No	<p>The FAA does not require the award to be reasoned, which was a deliberate decision by the legislator. However, in the legal literature, it is generally held that an award should contain the tribunal’s reasoning unless the parties have agreed to the contrary. For consent awards, the absence of reasoning would generally be considered acceptable.</p> <p>Furthermore, many institutional rules, including</p>

			the FAI Rules, require the award to be reasoned.
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	Under Section 36(2) FAA and Section 43.2 FAI Rules, the award shall indicate the place of arbitration.
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	Under Section 36(2) FAA and Section 43.2 FAI Rules, the award shall indicate its date.
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?	Yes	<p>No specific provision exists. However, as the award is only valid once signed by the arbitrators, the date should be that when all arbitrators have signed the award.</p> <p>Please note that failure to sign by the arbitrators causes the award to be null and void. However, under Section 40(2) FAA and Section 43.2 FAI Rules, the absence of the signature of one or more arbitrators shall not make the award null and void if it has been signed by a majority of all members of the arbitral tribunal provided that the reason for non-signature is stated on the award.</p>
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?	NA	
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?	NA	
<b>I.5</b>	<b>Are partial awards permitted?</b>	<b>Yes</b>	

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?		<p>Under Section 34 FAA, where several claims have been made, an independent claim may be decided by a separate award. The arbitrators may also decide by a separate award the part of a claim that has been admitted by the respondent. A decision on a claim and on a demand for set-off with regard thereto shall be made in the same award (i.e. a partial award).</p> <p>Under Section 45 FAI Rules, the arbitral tribunal may, after consulting with the parties, make separate awards on different issues at different times of the proceedings, unless all parties object to the issuance of a separate award. The tribunal may decide by a separate award, for example:</p> <ul style="list-style-type: none"> <li>(a) an independent claim where several claims have been made in the arbitration;</li> <li>(b) a specific part of the claim that has been admitted by the respondent;</li> <li>or (c) a separate issue in dispute where the determination of that issue is decisive for the resolution of the other matters in dispute.</li> </ul>
I.6	<b>Are rectificative or interpretative additional awards permitted?</b>	<b>Yes</b>	
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?		Errors in computation, any clerical errors and any other corresponding errors may be corrected. Such correction may be requested by a party within 30 days of the receipt of the award, in

			<p>which case the arbitrators shall make the correction “without delay and, if possible, within 30 days of the date of the award”. Correction may also be made at the tribunal’s own initiative within 30 days of the date of the award (Section 38 FAA).</p> <p>Requests for an additional award shall be made by a party within 30 days of receipt of the award; if the request is justified, the tribunal shall make the additional award “as soon as possible” (FAA Section 39).</p> <p>Under FAI Rules, the arbitral tribunal may correct any clerical, typographical or computational error in the award, or correct omission to state in the award the seat of arbitration, the date on which the award was made, or omission of an arbitrator to sign the award, on its own motion within 30 days of the date of an award (Section 47.4 FAI Rules).</p> <p>A request by a party for a rectificative or interpretative additional award must be conducted within 30 days from the date of receipt of the award (Section 47.1 FAI Rules).</p>
I.6.c	If your answer to question I.6 is yes, is the relevant additional award considered to be part of the initial award?	Yes	The FAA and FAI Rules are silent on the issue, but in the legal literature it has been understood that a correction to the award is an addendum and not a completely new award.

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?	NA	
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?		<p>Errors in computation and any clerical errors and any other corresponding errors may be corrected by the tribunal either on the tribunal's own initiative or at the request of a party (Section 38 FAA).</p> <p>The tribunal may also make an additional award as to claims presented in the arbitration proceedings but omitted from the award (Section 39 FAA).</p> <p>Under Section 47.1 FAI Rules a party may request that the arbitral tribunal correct any clerical, typographical or computational error in the award or correct an omission to state in the award the seat of arbitration or the date on which the award was made, or an omission of an arbitrator to sign the award. Under Section 47.4 FAI, the arbitral tribunal may correct any error of the type referred above on its own motion.</p> <p>Please note that these provisions can be derogated from by agreement, e.g. in the relevant rules of arbitration.</p>
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?		<p>The FAA does not specifically grant the tribunal authority to interpret awards. However, it is held in the legal literature that the parties may confer such power by agreement (including an agreement in the applicable</p>

			rules). E.g. Article 47 of the FAI Rules allows for a party to request interpretation of a specific point in an award.
<b>I.7</b>	<b>Are interim or preliminary awards permitted?</b>	<b>Yes</b>	<p>Under Section 35 FAA, the arbitrators may, if the parties have so agreed, decide by a separate award a certain issue which is relevant for the resolution of the dispute.</p> <p>Under Section 45 FAI Rules, The arbitral tribunal may, after consulting with the parties, make separate awards on different issues at different times of the proceedings, unless all parties object to the issuance of a separate award. A separate award may be made on an independent claim where several claims have been made in the arbitration, a specific part of the claim that has been admitted by the respondent, or a separate issue in dispute where the determination of that issue is decisive for the resolution of the other matters in dispute.</p>
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?	No	Questions of choice of law can be decided by the tribunal in e.g. a procedural order. However, as explained above in I.3, an award must resolve a substantive claim.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Yes	An interim award can concern e.g. a question of liability.



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?	Yes	If the interpretation of that provision was relevant for the resolution of the dispute, it could be subject to an interim award under Section 35 FAA.
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?		An interim award under Section 35 FAA is not as such enforceable due to its declaratory nature. If costs are awarded with such award (e.g. if claimant's claim is dismissed on grounds of no liability and respondent is awarded its legal costs), the costs would be enforceable.
I.8	<b>Are awards by consent accepted?</b>	Yes	With the understanding that an award by consent refers to a situation where the parties agree on a settlement and the arbitral tribunal confirms the settlement as a binding award, the FAA Section 33 stipulates that an arbitral tribunal may issue such an award.  Section 46.2 FAI Rules provides a similar provision.
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	The award must comply with the formal requirements for awards in general. Furthermore, all parties must request a consent award.
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.	NA	
I.9	<b>Are default awards accepted?</b>	No	The FAA does not have any provisions regarding default awards. Therefore, an award must generally be a final award on the merits presented by the claimant,

			<p>and the respondent's passivity is not in itself an obstacle to continuing the proceedings.</p> <p>Institutional rules may, however, provide for additional rules. E.g. the FAI Rules regulate in detail the effects of a party's default and provide that if the respondent fails to submit a statement of defence, the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations.</p>
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?	NA	
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?	NA	
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?	NA	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	NA	
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?	NA	While the FAA does not set out any such requirements, this is advisable to ensure the enforceability of the award.
<b>I.10</b>	<b>Is there a time limit requirement to render the award?</b>	<b>No</b>	No time limit set out in the FAA. However, under FAI Rules, which are very often applicable to arbitrations in Finland, the final award shall be made no later than nine months from the date on which the arbitral tribunal received the case file from the Institute. This time limit can be derogated

			from by the parties and/or extended by the FAI.
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.	NA	Under Section 44 FAI Rules, the final award shall be made no later than nine months from the date on which the arbitral tribunal received the case file from the Institute. This time limit can be derogated from by the parties and/or extended by the FAI.
I.11	<b>Are arbitrators required to meet certain qualifications?</b>	<b>No</b>	No qualification requirements are set out in the FAA beyond impartiality and independence. Of course, the parties may agree on any qualifications in their arbitration agreement, and such agreement is generally considered binding. Under Section 8 FAA, unless otherwise agreed by the parties, an arbitrator must be of full age, not bankrupt and not restricted of competence.
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.		
<b>II. Language</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
II.1	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	<b>No</b>	Under Section 26 FAA, the arbitrators shall determine the language or languages to be used in the arbitration proceedings unless the parties have agreed thereupon.  If the parties have agreed on the language of the arbitration, it could be argued that issuing the award in a different

			<p>language amounts to the arbitral tribunal exceeding its authority.</p> <p>In general, the parties' express consent should be sought in case there is a need to write the award in a language other than the language of the proceedings.</p>
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?	NA	
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?	Yes	
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?	No	
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?	No	
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	
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	
II.2	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	Yes	<b>An agreement by the parties is binding on the tribunal.</b>
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?	Yes	There are no explicit statutory rules regarding this, but an arbitrator should be able to understand an award to render the award.
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?	No	

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?	No	
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?	No	
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?	No	
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?	No	
II.3	<b>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)?</b>	Yes	There is no requirement that the parties or the arbitral tribunal should choose only one language for the arbitration. Consequently, nothing prevents the parties or the arbitrators from selecting more than one language for a single arbitration. It is common, for example, to accept oral testimony in a language that is not the language in which the award is written.
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?	NA	There is no statutory rule, this would be subject to agreement between the parties and the tribunal.
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	See above.
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	

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?	NA	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text ( <i>ie.</i> sworn translator)?	NA	
<b>III. Signature, date and place</b>		<b>(Yes/No/NA)</b>	
III.1	<b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>	<b>Unclear</b>	Pursuant to Section 36(1) of the FAA, the arbitrators must sign the award. Article 41.2 of the FAI Rules also sets forth that the arbitrators must sign the award. Whether an electronic signature is sufficient is not stipulated in the FAA (which dates to the 90's) or by case tested by case law.
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?	Yes	Especially subject to party agreement, there should be no reason why an electronic signature should not be sufficient.
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?	NA	
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.	NA	
III.2	<b>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)?</b>	<b>Yes</b>	Under Section 40(1) FAA, an award is considered null and void if it has not been signed by the arbitrators. Pursuant to Section 40(2) FAA, if one or more arbitrators has not signed the award, it is not considered null and void if it has been signed by the majority of the arbitrators provided that the reason for

			<p>non-signature is stated on the award.</p> <p>Similarly, pursuant to Article 43.2 of the FAI Rules, where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.</p>
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	See III.2 above.
III.3	<b>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?</b>	Yes	There are no specific provisions to such effect in the FAA or in the FAI Rules and thus, the arbitrators must sign the award despite the dissenting opinion. If the dissenting arbitrator does not sign the award, the award must state the reason for the absence of the signature. See III.1 and III.2 above.
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?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules. The award must only state the reason for the absence of the signature.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
III.4	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	Yes	See III.1 and III.2 above.
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?	NA	
III.5	<b>Is initialling of all the pages of the award required?</b>	No	There are no specific provisions to such effect in

			the FAA or in the FAI Rules. This is also not done in practice.
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?	NA	
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?	NA	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	There are no specific provisions to such effect in the FAA or in the FAI Rules and thus, there is no provision that would prohibit initialling of all the pages of the award. To our knowledge, this is not common.
III.6	<b>In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?</b>	<b>No</b>	There are no specific provisions to such effect in the FAA or in the FAI Rules.
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	See III.5.c above.
III.7	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	<b>No</b>	There are no specific provisions to such effect in the FAA or in the FAI Rules.  Section 36 of the FAA only provides that an award shall indicate its place of arbitration as agreed or determined.  Furthermore, pursuant to Article 27.5 of the FAI Rules, the award shall be deemed to have been made and the arbitration to have taken place at the seat of arbitration, regardless of whether any hearing, meeting or deliberation is held elsewhere. This Article



			allows that the some parts of the proceedings physically take place outside the seat of arbitration, including the signing of the award.
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	See III.7 above.
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)?	NA	
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?	NA	
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	See III.7 above.
<b>III.8</b>	<b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>	No	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	NA	
<b>III.9</b>	<b>Is it required for the arbitral award to bear the date?</b>	Yes	Pursuant to Section 36(2) FAA, an award shall indicate its date. Similarly, pursuant to Article 43.2 of the FAI Rules, an award must specify the date on which the award was made.
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?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
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?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.

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?	NA	
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)?	NA	There is no such express requirement but whether the requirement concerning the date has been fulfilled will be determined by the calendar effective at the place of arbitration.
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?	NA	
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)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
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)?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules. Both manners are acceptable, but the arbitrators are well-advised to select a method that does not leave dates and months subject to interpretation.
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)?	NA	
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)?		There are no specific provisions to such effect in the FAA or in the FAI Rules. In Finland, day/month/year is used, whereas month/day/year is not.

III.10	<p><b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b></p>	No	<p>There are no specific provisions to such effect in the FAA.</p> <p>Under Article 46.3 of the FAI Rules, the arbitral tribunal shall communicate an original copy of the award to the Finland Arbitration Institute without delay. The FAI does not approve the award beforehand.</p>
III.11	<p><b>Are the arbitrators free to choose the date in which their award will become effective?</b></p>	No	<p>An award is final and binding upon the parties once it is rendered. The effectiveness of the award cannot be delayed by the arbitral tribunal.</p> <p>However, the tribunal is of course free to choose the date of rendering the award, subject to applicable institutional rules.</p>
III.11.a	<p>If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?</p>	No	<p>See III.9.b above. The award is effective on the date it is rendered.</p>
III.11.b	<p>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.</p>		<p>See III.11 above; a valid final award is in principle enforceable immediately when the award is rendered.</p> <p>It should be noted that under Article 44 of the FAI Rules, the final award shall be made no later than nine months from the date on which the arbitral tribunal received the case file from the Institute. The Institute may extend this time limit upon a reasoned request of the arbitral tribunal or, if deemed necessary, on its own motion. This Article is, however, non-mandatory, and thus, parties can agree</p>

			otherwise on the time limit in the arbitration agreement.
III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	Yes	See III.7 above.
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?	NA	
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?	NA	
III.13	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	
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.)?	NA	
III.14	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
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.)?	NA	
<b>IV. Notification of the award</b>		<b>(Yes/No/NA)</b>	
IV.1	<b>Are there any specific required means for the notification of the award?</b>	No	Pursuant to Section 37 FAA, a copy of the award shall be given to each party at the session of the arbitrators or delivered to them in another verifiable way.

			<p>Under Article 46.3 of the FAI Rules, the arbitral tribunal shall communicate an original copy of the award to each of the parties and the Finland Arbitration Institute without delay.</p> <p>Thus, these above-mentioned provisions do not set forth any specific requirement as to the manner or means for the notification of the award.</p> <p>It should be noted, however, that certain time limits, for instance the time limit for the challenge of an award, start to run from the date of receipt of the award. Thus, it is important that the award is delivered to the parties by verifiable means (as required by Section 37 FAA). In practice, this is most often done by delivering the award by courier and by obtaining a proof of delivery.</p>
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?	NA	
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?	NA	
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?	NA	
IV.2	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	Yes	<p>Pursuant to Section 37 FAA, a copy of the award shall be given to each party at the session of the arbitrators or delivered to them in another verifiable way.</p> <p>Thus, the obligation to notify belongs to the tribunal, but they do not</p>

			have to fulfil this obligation personally. If permitted by institutional rules, it is as such possible for the institution to perform notification. However, under e.g. the FAI Rules, it is up to the tribunal to communicate the award to the parties.
IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	No	<p>If the ad hoc proceedings are meant to take place in Finland, the arbitration proceedings are governed by the FAA. Pursuant to Section 37 FAA, a copy of the award shall be given to each party at the session of the arbitrators or delivered to them in another verifiable way.</p> <p>Thus, the obligation to notify belongs to the tribunal, but they do not have to fulfil this obligation personally. It is possible for e.g. a tribunal secretary to take care of the practical aspect of the notification.</p>
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	
IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	No	See IV.1 above.
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?	Yes	
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	Yes	<p>The FAA does not explicitly require this, but it seems clear that an original copy must be provided to each party.</p> <p>Article 46.3 of the FAI Rules sets forth that the arbitral tribunal shall</p>

			communicate an original copy of the award to each of the parties.
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	See IV.5 above.
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?	NA	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
IV.6	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
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?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
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?	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.  This is, however, generally recommendable.
IV.7	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	No	There are no requirement to such effect in the FAA or in the FAI Rules.  Furthermore, in order to, for instance, enforce a national or foreign award, the party seeking enforcement must apply for an enforcement order from the competent district court. An application for the enforcement must include

			<i>an original or certified copy of the award.</i>
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
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?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
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	There are no specific provisions to such effect in the FAA or in the FAI Rules.  See comments in IV.7 above.
<b>IV.8</b>	<b>Is it required for the notification of the award to be made by international courier?</b>	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
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.	NA	
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	See IV.1 above.
<b>IV.9</b>	<b>Is it required for the notification of the award to be made by public postal services?</b>	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	



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.	NA	
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	See IV.1 above.
IV.10	<b>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?</b>	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
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	There are no specific provisions to such effect in the FAA or in the FAI Rules and thus, the parties or their duly authorized representatives can pick up the award personally if so agreed.
IV.11	<b>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?</b>	No	There are no specific provisions to such effect in the FAA or in the FAI Rules.
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> ?	NA	
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.	NA	
IV.12	<b>Is there any time limit established for notification purposes?</b>	No	There are no time limits in the FAA for notification.  Under Article 46.3 of the FAI Rules, the arbitral tribunal shall communicate an original copy of the award to the parties <i>without delay</i> .
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.	NA	See IV.12 above.

IV. 12	<b>Are there any additional specific local requirements for the notification of the award?</b>	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?	NA	
<b>V. Confidentiality</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
V.1	<b>Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?</b>	No	<p>There are no statutory provisions concerning confidentiality in arbitration.</p> <p>However, under Article 51.4 of the FAI Rules, as well as most major arbitration rules, the deliberations of the arbitral tribunal shall be confidential. Even without applicable rules forbidding this, it would be highly irregular for an arbitrator to share a draft award with the parties.</p>
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?	No	
V.2	<b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>	No	<p>There are no statutory provisions concerning confidentiality in arbitration.</p> <p>However, under Article 51.4 of the FAI Rules, as well as most major arbitration rules, the deliberations of the arbitral tribunal shall be confidential. Even without applicable rules forbidding this, it would be highly irregular for a tribunal to share individual arbitrators' views with the parties.</p>

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?	No	
V.3	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	No	There are no statutory provisions concerning confidentiality in arbitration.  However, Article 51 of the FAI Rules contains a broad confidentiality obligation, as do many major arbitration rules.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	NA	
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.	NA	
V.4	<b>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</b>	No	There are no statutory provisions concerning confidentiality in arbitration.
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?	NA	
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.	NA	
V.5	<b>Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?</b>	No	There are no statutory provisions concerning confidentiality in arbitration. Awards are most often notified to the parties' authorised counsel.
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?	NA	

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.	NA	
V.6	<b>Does the award need to explicitly provide if it is (or not) of confidential nature?</b>	No	There are no statutory provisions concerning confidentiality in arbitration.
<b>VI. Secretary of the Arbitral Tribunal</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
VI.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	Yes	<p>There are no provisions in the FAA on the use of a secretary, nor is there case law on the subject. However, the mandate of an arbitrator is personal, and therefore care should be taken that the secretary only takes part in clerical duties.</p> <p>The FAI Rules allow for the use of a secretary.</p> <p>A person acting as an arbitrator in Finland would be well advised to read the Note on the Use of a Secretary issued by the FAI, even where the applicable institutional rules are not the FAI Rules. The instructions therein can be considered compliant with Finnish law although there are no explicit provisions in the FAA.</p>
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?	No	There are no provisions in the FAA on the use of a secretary. Pursuant to the FAI Note on the Use of a Secretary, a secretary may provide limited assistance to the arbitral tribunal in its decision-making process, as long as the arbitral tribunal ensures that the secretary does not assume any decision-making function of

			the tribunal, or otherwise influence the tribunal's decision in any manner.
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)?	Yes	There are no provisions in the FAA on the use of a secretary. Pursuant to the FAI Note on the Use of a Secretary, the secretary's assistance may include summarising the parties' respective submissions and the evidence supporting those submissions, provided that the arbitral tribunal refrains from relying solely on a secretary's work to the exclusion of its own review of the file and legal authorities.
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.		There are no provisions in the FAA on the use of a secretary. Pursuant to the FAI Note on the Use of a Secretary, a secretary may, <i>inter alia</i> , proofread, check the accuracy of cross-references, citations etc., collect case law or commentaries on legal issues, prepare summaries and produce memoranda summarizing the parties' submissions. We highly recommend any arbitral tribunal considering the use of a secretary to read the FAI Note on the Use of a Secretary.
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	There are no specific provisions in the FAA.
VI.2	<b>Is it required for the award to state the name of the arbitral tribunal secretary?</b>	No	If a secretary is used, however, stating the name of the secretary is advisable.

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?	NA	
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?	NA	However, the FAI Note on the Use of a Secretary requires that the secretary shall disclose <i>to the parties</i> in writing an impartiality and independence statement.
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?	NA	
VI.3	<b>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?</b>	No	
<b>VII. Content of the award</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
VII.1	<b>Is it mandatory to state within the award the reasons upon which the award is based?</b>	No	See 1.4.c above. The FAA does not require the award to be reasoned, but only exceptionally should the tribunal omit its reasoning. Many institutional rules, including the FAI Rules, require the award to be reasoned unless the parties have agreed to the contrary (Section 41.1 FAI).
VII.2	<b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>	No	The FAA does not require such. However, it is quite customary, and generally recommendable, to summarise the main administrative and procedural issues in the award to the extent relevant.
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?	NA	However, it is customary to include these.

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?	NA	However, it is customary to include these.
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?	NA	However, it is customary to include a reference to the arbitration agreement including said information.
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?	NA	The FAA only requires that the award state the place of arbitration. However, it is generally recommendable to include a reference to whether this was agreed by the parties or determined by the tribunal.
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?	NA	See VII.2.d above.
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?	NA	Where this is relevant, it is recommendable to include such reference.
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?	NA	This is recommendable where relevant.
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?	NA	This is recommendable where relevant.
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?	NA	Generally, the law applicable to the merits of the dispute is an important part of the reasoning of the tribunal. Therefore, it is highly recommendable to state this clearly.
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?	NA	This is generally recommendable.

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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable and often mandatory under the applicable arbitration rules.
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?	NA	This is generally recommendable to the extent relevant.
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?	NA	This is generally recommendable to the extent relevant.



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?	NA	This is generally recommendable to the extent relevant.
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?	NA	This is generally recommendable if there is an applicable time limit.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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)?	NA	This is generally recommendable.
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?	NA	This is generally recommendable. However, as noted above, e.g. jurisdictional issues alone cannot be decided by an award under Finnish law.
<b>VII.3</b>	<b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>	No	The FAA does not have any provisions to such effect.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable.
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?	NA	This is generally recommendable to the extent relevant.

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?	NA	This is generally recommendable to the extent relevant.
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?	NA	It is recommendable to include details regarding evidence to the extent such details are relevant and have been considered by the arbitral tribunal.
VII.4	<b>If the award follows a prior award, is it required for the newer award to make reference to the prior award?</b>	Yes	There are no specific provisions to such effect in the FAA.  However, under Section 40(1)(3) FAA, an award shall be null and void if the arbitration award is so obscure or incomplete that it does not indicate how the dispute has been decided. To the extent that understanding the newer award requires references to the prior award, the references should be included if only to avoid the risk of nullity. This is so especially in a situation where the grounds of a claim have been resolved with a prior award and the subsequent award concerns quantum of damages.
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?	No	See comment in VII.4. Procedural history, or at least a full account of it, is rarely relevant, but in some circumstances, it can be necessary to include it.
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?	No	Based on the wording of Sections 34 and 35 FAA, prior awards are considered awards in their own right.

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?	Yes	There are no specific provisions to such effect in the FAA. Generally, such references should be acceptable.
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?	NA	
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?	NA	
VII.5	<b>Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?</b>	No	There are no specific provisions to such effect in the FAA. However, it is customary for the award to reference the basis of the tribunal's jurisdiction (being in most cases the arbitration agreement).
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?	NA	<p>Under Section 41(1)(1) FAA, an award may be set aside if the arbitrators have exceeded their authority, i.e. the scope of their jurisdiction. However, the FAA does not require objections to the tribunal's jurisdiction, or the resolution of the tribunal regarding such objection, to be recorded in the award.</p> <p>Under Finnish law, as explained above, a (positive) decision on jurisdiction takes the form of a decision or procedural order and not an award. However, it is generally recommendable to make reference to an objection and its resolution in the final award's procedural history.</p>

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?	NA	
VII.6	<b>Is it required for the award to recite the parties' request for relief?</b>	No	There are no specific provisions to such effect in the FAA. However, it is customary and generally recommendable to recite the parties' requests for relief.
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?	NA	
VII.7	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	No	There are no specific provisions to such effect in the FAA. However, the award should make clear what has been decided to avoid any risk of nullity.
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?	NA	
VII.8	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	No	There are no specific provisions to such effect in the FAA. However, it is customary to indicate the relevant facts to a suitable extent.
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?	NA	Under Section 41(1)(4) FAA, an award may be set aside if the arbitrators had not given a party sufficient opportunity to present its case. Treating disputed facts as undisputed can potentially lead to a party arguing that it has not been allowed to present its case regarding the disputed facts. It may also be alleged to be an excess of the arbitrators' authority. Therefore, it is

			generally recommendable to identify which facts are undisputed and to treat all other facts as disputed.
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?	NA	See answer above in VII.8.a. To avoid any risk of setting aside, the award should make clear that any disputed facts have been decided on the basis of evidence and to openly state the reasoning why the tribunal has found the disputed facts proven or unproven.
<b>VII.9</b>	<b>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?</b>	No	There are no specific provisions to such effect in the FAA.
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)?	NA	
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?	NA	Arguments are typically summarised or paraphrased, not presented in verbatim.
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?	NA	See VII.9.b above.
<b>VII.10</b>	<b>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?</b>	No	This would, however, be recommendable.
<b>VII.11</b>	<b>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?</b>	No	This would, however, be recommendable.
<b>VII.12</b>	<b>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?</b>	No	There are no specific provisions in the FAA regarding choice of law. Generally, the law applicable to the merits of the dispute is an important part of the reasoning of the tribunal, especially where

			the substantive law is in dispute. Therefore, it is highly recommendable to state this clearly and provide adequate reasons.
VII.13	<b>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?</b>		See VII.12 above.
VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	Yes	There may be certain value added tax and income tax issues with regard to the arbitrators' fees that depend on the nationality of the arbitrator, the seat of the arbitration and whether the arbitrator charges their fees as an individual or to a company.
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.		I am not in a position to advise on Finnish tax law. A brief overview of tax issues when arbitrating in Finland is available e.g. in the Arbitrator's Guidelines issued by the FAI and available on its website.
VII.15	<b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>	No.	Members of the Finnish Bar are subject to the provisions of the Act on Detecting and Preventing Money Laundering with the exception of measures undertaken as counsels in litigations. Said Act does not impose any specific duties on members of the Finnish Bar, or other legal advisors, acting as arbitrators. Arbitrators should, however, strive to establish the true identities of the parties' to an arbitration.

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.		
<b>VIII. Reasoning and findings</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
VIII.1	<b>Is it required for the award to contain the arbitral tribunal's reasoning?</b>	Yes	As explained above in I.4.b, the FAA does not require the award to be reasoned, but in the legal literature, reasoning is generally considered an integral part of the award.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	As there is no requirement for reasoning set out in law, no specific requirements can be identified.
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.	NA	
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?	NA	
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	No	This is generally considered good practice. Even though reasoning is not required, if reasons are provided and they clearly seem to disregard key positions advanced by the parties, this could in theory give rise to challenges arguing that the arbitrators have not dealt with all issues in dispute.  Of course, if the resolution of one issue (e.g. basis of the claim) makes a further issue (e.g. quantum) redundant, there is no need for the subsequent redundant issues to be addressed.

VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>		See I.4.b above. At least if the parties have so agreed, the award can be issued without reasons.
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>		Under Section 31(3) FAA, if the parties have agreed thereon, the arbitrators may decide on the basis of what they deem reasonable ( <i>ex aequo et bono</i> ). Consequently, if no such agreement exists, the arbitrators will likely exceed their mandate if they issue an <i>ex aequo et bono</i> award, leading to possible setting aside.
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	Yes	It is debatable whether and to what extent the <i>iura novit curia</i> principle is applicable in arbitration in Finland. Based on the legal literature and indirectly some case law, the principle seems applicable at least to a certain extent.  Views have been expressed to the effect that if the tribunal applies legal rules that have not been discussed by the parties, this would effectively deprive the parties of the opportunity to present their case, and thus potentially lead to the setting aside of an award.
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> ?	Yes	It is good practice for the arbitral tribunal to openly discuss with the parties the principle's significance in the arbitration at hand and to possibly address it in a procedural order.



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?		The answer to this question is debatable; see answers in VIII.5 and VIII.5.a
<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/No/NA)</b>	
IX.1	<b>Is it required for the award to contain the arbitral tribunal’s ultimate findings and decisions?</b>	Yes	As explained above in I.4.b, the FAA does not require the award to be reasoned, but in the legal literature, reasoning is generally considered an integral part of the award. Strictly speaking, only the awarded remedy must be stated in the award. This at the very least should be clearly set out in the award, as under Section 40(1)(3) the award is null and void if it is so obscure or incomplete that it does not indicate how the dispute has been decided.
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	
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.	NA	
IX.2	<b>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)?</b>	Yes	This is recommendable. If it is not clear how an individual claim has been decided, a party may allege that it has not been decided and may request an additional award regarding such claim (as described above in I.6).
IX.3	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	Yes	Injunctive relief can be granted and is enforceable in Finland. However, if the law applicable to the parties’ agreement were another law than Finnish law, the question of

			whether arbitrators are allowed to grant injunctive relief would be resolved by that substantive law.
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	In most cases, specific performance can be granted and is enforceable in Finland and can be granted under Finnish law. However, e.g. specific performance of a personal work obligation cannot be granted.  However, if the law applicable to the parties' agreement were another law than Finnish law, the question of whether arbitrators are allowed to order specific performance would be resolved by that substantive law.
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	In most cases, such relief is enforceable in Finland, and can be granted under Finnish law.  However, if the law applicable to the parties' agreement were another law than Finnish law, the question would be resolved by that substantive law.
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	However, care should be taken in writing the statement of relief in a clear and unambiguous manner.
IX.6.a	If your answer to question IX.6 is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
<b>X.</b>	<b>Dissenting and separate opinions</b>	<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	No rules about dissenting opinions are set out in the FAA. However, under Section 10.4 of the FAI

			Arbitrator's Guidelines, any member of the tribunal who dissents from the majority may attach their dissenting opinion to the award.
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	
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	
X.2	<b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>	No	Generally, the dissenting opinions seen in the FAI praxis have provided reasons. However, dissenting opinions are very rare in FAI arbitration proceedings as arbitrators typically strive for unanimity.
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?	Yes	
X.3	<b>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?</b>	No	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	
<b>XI. Reservation of issues</b>		(Yes/No/NA)	<b>Additional comments, if any.</b>
XI.1	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	Yes	
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	Yes	
<b>XII. Style and length</b>		(Yes/No/NA)	<b>Additional comments, if any.</b>

<b>XII.1</b>	<b>It is required for footnotes and citations in the award to be presented in a specific style?</b>	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.	NA	
<b>XII.2</b>	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	Yes	The basis and rate for such interest should, however, be clearly indicated and calculable on the basis of the award, especially if enforcement of the award will be sought abroad.
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	This is, however, generally recommendable.
<b>XII.3</b>	<b>Are there any restrictions or requirements as to the length of the award?</b>	No	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	
<b>XIII.</b>	<b>Award of costs</b>	<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
<b>XIII.1</b>	<b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>	No	Under Section 49 FAA, unless otherwise agreed by the parties, the arbitrators may, in their award or in any other decision concerning the termination of the arbitration proceedings, order a party to compensate, in whole or in part, the other party for his or her costs in the arbitration proceedings, in accordance, as appropriate, with the provisions of the Finnish Code of Judicial Procedure on the compensation for legal costs. Under the Code, which is applicable to civil litigation, the unsuccessful party is generally ordered to pay the prevailing party's

			<p>costs. However, reasonableness of party costs are taken into consideration.</p> <p>Please note that Section 49 FAA can be derogated from by agreement, such as the applicable institutional rules.</p> <p>Article 49.4 of the FAI Rules provides as a main rule, similarly to the FAA, that in principle the unsuccessful party bears the costs. Under Article 49.1(e), costs of the arbitration include the legal and other costs incurred by the parties to the extent that the arbitral tribunal considers that the amount of such costs is reasonable.</p>
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	See comment in XIII.1 above.
<b>XIII.2</b>	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	No	
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?	Yes	See comment in XIII.1 above. The tribunal has considerable flexibility in determining costs. The tribunal is not required, but is permitted to, consider the parties' conduct.
<b>XIII.3</b>	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	No	
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	See answers in XIII.1 above. The tribunal has considerable flexibility in determining costs. The tribunal is not required, but is permitted to, consider the nature of the dispute.

XIII.4	<b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>	Yes	See answers in XIII.1 above. The tribunal has considerable flexibility in determining costs. The main rule is that the unsuccessful party bears the prevailing party's costs, but the applicable rules are flexible both under the FAA and the FAI Rules.
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?	NA	
XIII.5	<b>Regarding the arbitral tribunal's costs &amp; 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?</b>	Yes	<p>If the arbitral tribunal awards costs and expenses, these should be recorded at least in the statement of relief and, as good practice, also established in the reasoning of the award.</p> <p>Under Section 47 FAA the arbitral tribunal may, unless otherwise provided, determine its own costs in the award. Such determination of the tribunal's costs can be challenged in a competent court within 60 days from the issuance of the award. An award issued under Finnish law must include instructions as to how a party can challenge such a costs decision.</p> <p>In FAI arbitrations, the tribunal is required to submit the costs of the arbitration (arbitrator fees and institutional costs) to be determined by the FAI, and then to record the costs as communicated by the FAI.</p>
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?		
<b>XIII.6</b>	<b>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?</b>	Yes	<p>If the arbitral tribunal awards costs and expenses, these should be recorded at least in the statement of relief and, as good practice, also in the reasoning of the award. Itemisation of costs and expenses is not necessary.</p> <p>If the arbitrators do not award the fees of the arbitrators in the award, they will not be able to recover them afterward.</p>
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?		
<b>XIII.7</b>	<b>Is it required for the award on costs to be reasoned?</b>	No	See above regarding reasoning of the award in general. There are no statutory provisions to such effect.
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?	NA	
<b>XIII.8</b>	<b>Are the arbitrators required to use certain size/type of paper?</b>	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.	NA	
<b>XIII.9</b>	<b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>	No	
<b>XIV.</b>	<b>Structure of the Award</b>	(Yes/No /NA)	<b>Additional comments, if any.</b>

XIV.1	<b>Is it required for the award to separate its formal from its substantive aspects?</b>	No	There are no provisions in the FAA on the structure of an award.
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)?	NA	
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.	NA	
XIV.2	<b>Is there a requirement to follow a specific structure of the award?</b>	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	There is no single common structure typically used in arbitrations in Finland. Of course, care should be taken that the structure is clear and suitable for the specific case at hand. Often, however, formalities are included at the beginning of the award, followed by the reasoning and finally, the operative part of the award.
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.	NA	
XIV.3	<b>Is it required to address jurisdiction before substance?</b>	No	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Yes	Usually, it is customary to address jurisdiction before substance, but no hard and fast rules can be given.
XIV.4	<b>Is it required to discuss the merits of the claim before quantum?</b>	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	Usually, it is customary to address merits before quantum, but no hard and fast rules can be given.
XIV.5	<b>When the resolution of specific issues depend on the resolution of another, is it required to address the latter before any related issues (i.e.</b>	No	



	<b>scope of an indemnity clause prior to analyze the specific indemnity that is sought)?</b>		
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?		Usually, it is customary to progress from the general to the specific, but no hard and fast rules can be given.
<b>XV. References to exhibits, authorities and witnesses declarations</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XV.1	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	No	There are no statutory provisions in the FAA requiring such identification.
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	
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?	Yes	How this is done depends on the arbitrator(s). There can be e.g. a full list of exhibits or a shorter summary.
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	<b>Is it required to identify in the award all evidence submitted during the proceeding?</b>	No	There are no statutory provisions requiring identification of all evidence.  However, not addressing a party's evidence could lead to that party arguing that it has not had the opportunity to present its case. It is generally recommendable to at least list the evidence presented by the parties.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
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?	Yes	Yes, but this depends on the arbitrator(s). There can be

			e.g. a full list of evidence or a shorter summary.
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	
<b>XV.3</b>	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	No	There are no statutory provisions requiring such citation.
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	
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	Arbitrators typically refer to individual authorities in the reasoning of the judgment to the extent relevant.
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	
<b>XV.4</b>	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	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)?		This depends on the case and the arbitrator.
<b>XV.5</b>	<b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>	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?	NA	
<b>XV.6</b>	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	Yes	This is allowed as such under the <i>iura novit curia</i> principle. However, arbitrators should take care that the end result of the award does not come as a

			surprise. See also comment above in VIII.5.
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?	Yes	
XV.7	<b>Is it permitted to cite in the award judicial precedents that were cited by the parties?</b>	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	
XV.8	<b>Is it permitted to cite in the award legal authors and doctrine?</b>	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?	Yes	This is allowed as such under the <i>iura novit curia</i> principle. However, arbitrators should take care that the end result of the award does not come as a surprise. See also comment above in VIII.5.
<b>XVI. Use of annexes and diagrams</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XVI.1	<b>Are annexes to the award permitted?</b>	Yes	There are no statutory provisions that would prohibit such.
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	<b>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)?</b>	Yes	There are no statutory provisions that would prohibit the use of such tools.
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?	Yes	There are no statutory provisions that would prohibit the use of such tools. However, the arbitrators should take care that they do not refer to any such facts which were not brought up by the parties. Overall, it is recommendable for the arbitrators to base their decision only on material which the parties have referred to.
<b>XVII. Miscellanea</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XVII.1	<b>Are there any other local requirements for the validity on an award?</b>	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		<p>The FAA provides in Section 40 (similarly to the Swedish Arbitration Act), that an (1) An award shall be null and void</p> <p>(1) to the extent that the arbitrators have in the award decided an issue not capable for settlement by arbitration under Finnish law; (2) to the extent that the recognition of the award is to be deemed contrary to the public policy of Finland; (3) if the arbitration award is so obscure or incomplete that it does not indicate how the dispute has been decided; or (4) if the arbitration award has not been made in writing or signed by the arbitrators.</p> <p>These grounds are separate from the grounds for set aside set out in Section 41 FAA.</p>