

**IBA ARBITRATION COMMITTEE**  
**RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS**  
**SUBCOMMITTEE**

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

**Authors**

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Name of the Country (i.e. Sweden)			
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	Even though Sweden has not adopted the UNCITRAL Model Law, the Swedish Arbitration Act is based on the UNCITRAL Model Law, and there are few differences between the UNCITRAL Model Law and the Swedish Arbitration Act.
I.2	Is it required for the award to result from an agreement to arbitrate?	No	An arbitration (and the following award) may be based on rules of law. An example of this is compulsory redemption of shares pursuant to Chapter 14 of the Swedish Companies' Act.
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?	NA	
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?	NA	
I.3	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	No	A decision by which the tribunal terminates the arbitral proceedings in their entirety, without resolving any substantive matter (for instance due to lack of jurisdiction) will also be in the form of an award. Other than that, the main rule is that the determination of substantive issues is made in the form of an “award”, and procedural issues are resolved in the form of “decisions”.
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?	NA	
I.4	<b>Does the award must comply with certain minimal formal requirements?</b>	Yes	
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	The award needs to be signed and consequently there needs to be at least one signed original award. No additional authentication is required, such as a stamp.
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?	See comment	The Swedish Arbitration Act does not include any explicit requirement that the award shall be reasoned. However, the predominant view among Swedish lawyers is that arbitrators should give reasons for their award and this is also considered to be common practice. (Hobér,

			<p>International Commercial Arbitration in Sweden, at 7.49).</p> <p>The SCC Rules state that the award shall state the reasons upon which the award is based (Article 42(1)). However, the rules are silent as to what the requirements are with respect to reasons.</p> <p>In the case <i>Soyak International Construction &amp; Investment Inc v. Hochtief AG</i> (NJA 2009 p. 128), the Supreme Court discussed what the requirements are with respect to reasons in a case where it follows from the arbitration agreement that the award shall be reasoned. The Supreme Court concluded that only a total lack of reasons, or reasons so poor that they must be deemed equivalent to a total lack of reasons, could constitute a successful ground for the challenge of an award.</p>
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?	<b>Yes</b>	
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?	<b>Yes</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>Yes</b>	<p>Pursuant to Section 31 of the Arbitration Act the award shall state the date when the award is made. The generally held view is that the award is deemed to</p>

			have been made when it has been made available to the parties. (Lindskog, Skiljeförfarande, 31 § 4.3.2, footnote 17, Hobér, International Commercial Arbitration in Sweden, at 7.87).
<b>I.5</b>	<b>Are partial awards permitted?</b>	<b>Yes</b>	The term “partial award“ is not used in the Arbitration Act or the SCC Rules. However, “separate awards” are permitted pursuant to Section 29 of the Arbitration Act and Article 44 of the SCC Rules.
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>Unless the parties object, separate awards may issued to decide (i) part of the dispute or (ii) a certain issue that is relevant for the final resolution of the dispute.</p> <p>Separate awards may, for instance, be issued in instances where one party has admitted one of several requests for relief or to decide whether a claim is time-barred.</p>
<b>I.6</b>	<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?	<b>Yes</b>	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		<p>Pursuant to Section 32 of the Arbitration Act, a party may request that the tribunal correct, supplement, or interpret the award, within <u>thirty days</u> of receipt of the award.</p> <p>If the tribunal decides to correct or interpret an award at the request of one of the parties, such measure</p>

			<p>shall take place within <u>thirty days</u> from having received the request, or in case the tribunal decides to supplement the award, <u>sixty days</u> from having received such request by a party.</p> <p>If the tribunal on its own motion decides to correct or supplement the award the deadline is <u>thirty days</u> from the announcement of the award.</p> <p>Article 47(1) of the SCC Rules sets forth that a party <u>within 30 days of receiving the award</u> may request that the tribunal correct any clerical, typographical or computational errors in the award or provide an interpretation of a specific point or part of the award. If the tribunal considers the request justified it shall make the intended measure <u>within 30 days</u> of receiving the request.</p> <p>Pursuant to the SCC Rules (Article 47(2)), the tribunal may also on its own motion correct any error of the type referred to above <u>within 30 days</u> of the date of the award.</p> <p>Pursuant to Article 48 of the SCC Rules a party may also request that the tribunal make an additional award on claims presented in the arbitration but not determined in the award. If the tribunal considers the request justified it shall, as a main rule, make the additional award within <u>60 days of receiving the request</u>.</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?	<b>Yes</b>	Note, however, that Article 48 of the SCC Rules suggests that an additional

			award is in the form of a separate 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?		
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>Pursuant to the Arbitration Act, the arbitrators may rectify (correct or supplement) the award if it contains any obvious inaccuracy as a consequence of a typographical, computational or similar mistake or if the arbitrators by oversight have failed to decide an issue which should have been dealt with in the award, for instance division between the parties of the costs for the arbitrators.</p> <p>Before any decision is made by the arbitrators, the parties should be afforded an opportunity to express their views with respect to the measure.</p> <p>Article 47 and 48 of the SCC Rules provide for similar opportunities to rectify the award (see the comments column above at 1.6.b.).</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>Pursuant to the Arbitration Act, the tribunal may interpret the operative part of the award (not the reasoning) if any of the parties requests such measure. The tribunal is not permitted to change the decision, only to clarify its content.</p> <p>Before any decision is made by the arbitrators, the parties should be afforded an opportunity to express</p>

			<p>their views with respect to the measure.</p> <p>Pursuant to the SCC Rules, the tribunal may provide an interpretation of a specific point or part of the award (which does not have to be the operative part of the award).</p>
<b>I.7</b>	<b>Are interim or preliminary awards permitted?</b>	<b>No</b>	<p>The term “preliminary award” is not used in the Arbitration Act or the SCC Rules. Separate awards may be issued (see section I.5 above).</p> <p>A tribunal may grant “interim measures”, but these are considered as <u>unenforceable decisions</u> in Sweden and not awards.</p> <p>Pursuant to Article 37(3) of the SCC Rules, the tribunal may decide on interim measures in the form of an award. Such ruling would still be considered as an unenforceable decision in Sweden, but may be considered as an enforceable award in other jurisdictions.</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?	<b>NA</b>	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	

<b>I.8</b>	<b>Are awards by consent accepted?</b>	<b>Yes</b>	
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?		
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.		<p>A consent award is subject to the same formal requirements as other types of award.</p> <p>However, where the arbitral tribunal has concluded the proceedings without ruling on the substantive issues, the Arbitration Act provides that a part may challenge the award under section 36 of the Act, and the award must contain clear instructions as to what must be done by a party who wishes to challenge the award accordingly. (Section 36 of the Arbitration Act).</p>
<b>I.9</b>	<b>Are default awards accepted?</b>	<b>No</b>	<p>The tribunal is not permitted to base the award on the respondent's failure to participate in the proceedings.</p> <p>Pursuant to Section 24 of the Arbitration Act and Article 35 of the SCC Rules, such failure shall not prevent a continuation of the proceedings and a resolution of the dispute based on the existing material.</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?	<b>NA</b>	
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?	<b>NA</b>	

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	
I.10	<b>Is there a time limit requirement to render the award?</b>	No/yes	<p>The Arbitration Act does not stipulate any specific time limits.</p> <p>However, if the SCC Rules apply the final award shall be made no later than six months from the date the case was referred to the tribunal (Article 43 of the SCC Rules), unless otherwise extended by the SCC Board.</p>
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.		See comment column at I.10 above.
I.11	<b>Are arbitrators required to meet certain qualifications?</b>	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.		<p>The arbitrator must have legal capacity to act as an arbitrator (be at least 18 years of age, not be under trusteeship and not bankrupt). The arbitrator must also be independent and impartial.</p> <p>In addition, the SCC Rules set forth that, if the parties are of different nationalities, the sole arbitrator or the Chairperson of the tribunal shall be of a different nationality than the parties (unless the parties have agreed otherwise). (Article 17 of the SCC Rules).</p>

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?	No	This is not explicitly regulated in the Arbitration Act or in the SCC Rules. However, the award is generally written in the language of the proceedings.
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?	NA	
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	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	No	There are no specific requirements that apply to determine the language of <u>the award</u> . Under the SCC Rules, the tribunal may consider all relevant circumstances when determining the <u>language of the proceedings</u> (unless the language has been agreed upon by the parties) (Article 26 of the SCC Rules).
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?	NA	

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?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
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	This is not explicitly regulated in the Arbitration Act or in the SCC Rules. However, it is not uncommon that the award includes citations of contractual clauses in English (if the parties' agreement is written in English) although the language of the proceedings and the award is in Swedish.
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	The tribunal may request that any documents submitted in languages other than those of the arbitration be accompanied by a translation into the languages of the arbitration (Article 26 of the SCC Rules).
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
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	See the comments column at II.3.a above.
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	See the comment column at II.3.a above.
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 (ie. sworn translator)?	NA	
<b>III. Signature, date and place</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
III.1	<b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>	<b>Yes</b>	
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?	NA	
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?	No	
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>	Irrespectively if there is a majority decision or not, it suffices that the award is signed by a majority of the arbitrators, provided that the reason why all of the arbitrators have not signed the award is noted in the award (Section 31 of the Arbitration Act and Article 42 of the SCC Rules).
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	
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>	<b>Yes</b>	

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?	<b>No</b>	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	<b>No</b>	
III.4	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	<b>Yes</b>	<p>However, see the comment column at III.2 above regarding signature by the majority.</p> <p>Pursuant to the Arbitration Act, the parties may also decide that the chairperson of the tribunal alone shall sign the award (Section 31 of the Arbitration Act).</p>
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?	<b>NA</b>	
III.5	<b>Is initialling of all the pages of the award required?</b>	<b>No</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	<b>Yes</b>	
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>	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	<b>Yes</b>	
III.7	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	<b>No</b>	

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?	<b>Yes</b>	
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)?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>No</b>	
<b>III.8</b>	<b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>	<b>No</b>	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	<b>NA</b>	
<b>III.9</b>	<b>Is it required for the arbitral award to bear the date?</b>	<b>Yes</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>NA</b>	
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)?	<b>NA</b>	
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?	<b>NA</b>	
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)?	<b>NA</b>	

III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	<b>NA</b>	
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)?	<b>No</b>	This is not regulated in the Arbitration Act or the SCC Rules.
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)?	<b>NA</b>	
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)?	<b>NA</b>	
III.10	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>	<b>No</b>	Note too that approval of the SCC Institute is not required.
III.11	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	<b>No</b>	The award shall be final and binding on the parties when rendered.
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?	<b>No</b>	
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.		The award will be effective on the date the award is rendered (which is considered to be the date when the award was made available to the parties).
III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	<b>Yes</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
III.13	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	<b>No</b>	

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	
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>	<b>Additional comments, if any.</b>
IV.1	<b>Are there any specific required means for the notification of the award?</b>	<b>No – but see comment</b>	<p>The Arbitration Act does not set forth any specific means for notification.</p> <p>However, Article 5 of the SCC Rules sets forth that any communications from the tribunal shall be notified to the last known address of the addressee, by courier or registered mail, email or any other means that records the sending of the communication.</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>	<b>Yes</b>	If so permitted under the applicable institutional rules (e.g. the ICC Rules).

IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	<b>Yes</b>	
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?	<b>NA</b>	
IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	<b>Yes, if so required under those institutional rules</b>	Pursuant to Article 42(4) of the SCC Rules, the tribunal shall deliver a copy of the award to each of the parties and to the SCC without delay.  The SCC Institute recommends that the tribunal asks the parties for confirmation of receipt and sends an original of the award by registered letter or courier. (Arbitrator's Guidelines, p. 20).
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?	<b>NA</b>	
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	<b>No</b>	
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)?	<b>NA</b>	
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?	<b>NA</b>	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	<b>NA</b>	
IV.6	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	<b>No</b>	
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?	<b>Yes</b>	Since it is required that the award is signed, there needs to be at least one original of the award. In the legal literature it has been suggested that if there is

			only one original, the original award should be kept by the chairperson, (Lindskog, Skiljeförfarande § 31 at 5.2.2).
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?	NA	
IV.7	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	No	
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	
IV.8	<b>Is it required for the notification of the award to be made by international courier?</b>	No	
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	
IV.9	<b>Is it required for the notification of the award to be made by public postal services?</b>	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?	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	<p>As stated above, there are no specific requirements for notification of the award in the Arbitration Act. As such, notification through public postal service is permitted. (Lindskog, Skiljeförfarande § 31 at 5.2.2).</p> <p>However, if the arbitration is conducted pursuant to the SCC Rules, Article 5 of the SCC Rules does not allow notification by public postal service, except for <u>registered mail</u>, since the method used must “record[] the sending of the communication”.</p>
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	
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	As stated above, there are no specific requirements for notification of the award in the Arbitration Act.
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	
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>	Yes	
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.		Pursuant to the Arbitration Act the award shall be delivered or sent to the

			<p>parties <u>immediately</u>, (Article 31).</p> <p>Pursuant to the SCC Rules the tribunal shall deliver a copy of the award to each of the parties and to the SCC <u>without delay</u>, (Article 42).</p>
IV. 12	<b>Are there any additional specific local requirements for the notification of the award?</b>	<b>No</b>	
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?	<b>NA</b>	
<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>	<b>Yes</b>	<p>The deliberations of the arbitrators are confidential.</p> <p>(Hobér, International Commercial Arbitration in Sweden, at 7.20.)</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?	<b>NA</b>	
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>	<b>Yes</b>	See comment column at V.1 above.
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?	<b>NA</b>	
V.3	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	<b>Yes</b>	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	<b>No</b>	<p>There are no specific confidentiality standards, but the arbitrators are bound by confidentiality and may not hand out the award to any other party than the parties to the arbitration.</p>

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	
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	
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	
<b>VI. Secretary of the Arbitral Tribunal</b>		(Yes/No /NA)	<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>	No	<p>The Arbitration Act does not explicitly regulate this issue. However, it is generally accepted that tribunal secretaries may handle <u>administrative tasks</u> only, but are not entitled to be part of the decision making process.</p> <p>With respect to the SCC Rules, see the comment column at VI.1.d below.</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?	NA	

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)?	NA	
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.	NA	
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.	Yes	Article 24 of the SCC Rules concerns the "Administrative secretary of the Arbitral Tribunal" and sets forth, <i>inter alia</i> , that the appointment of the administrative secretary is subject to the approval of the parties, that the tribunal shall consult the parties regarding the task of the administrative secretary, that the tribunal may not delegate any decision making authority to the secretary and that the administrative secretary must be impartial and independent.
VI.2	<b>Is it required for the award to state the name of the arbitral tribunal secretary?</b>	No	
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	
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>	NA	
<b>VII. Content of the award</b>		(Yes/No /NA)	<b>Additional comments, if any.</b>

VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	No/yes	<p>In respect of the content of the award, the only requirements stated in the Arbitration Act are that the award shall be made in writing and be signed by the arbitrators. In addition, the award shall state the seat of the arbitration and the date when the award is made. There is no statutory requirement that the award is reasoned.</p> <p>In Article 42 (1) of the SCC Rules it is stated that the Arbitral Tribunal shall state the reasons upon which the award is based, unless otherwise agreed by the parties.</p> <p>(See also the comment column at 1.4.c. above).</p>
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	
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?	Yes	The Arbitration Act does not include any specific requirement regarding name and addresses, but the award must include sufficient information to identify the parties.
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?	No	
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?	No	
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?	No	
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?	No	

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?	<b>No</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>No</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>No</b>	
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?	<b>No</b>	

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?	No	
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?	No	
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?	No	
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?	No	
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?	No	
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?	No	
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	
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)?	No	
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	
VII.3	<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>	NA	There is no formal requirement that the procedural background is included in the award. However, most awards include an account of the procedural history.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	
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	

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	
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	
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	
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	
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>	No	
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?	NA	
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?	NA	
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?	NA	
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	
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	
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	

<b>VII.6</b>	<b>Is it required for the award to recite the parties' request for relief?</b>	<b>Yes</b>	There is no statutory requirement. However, pursuant to the legal literature the award shall include the parties' requests for relief and legal grounds (circumstances invoked in support of such requests for relief). (Lindskog, Skiljeförfarande, IV, 0-4.2.1).
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?	<b>No</b>	There is no statutory requirement.
<b>VII.7</b>	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	<b>No</b>	However, the award must identify the dispute. (Hobér, International Commercial Arbitration in Sweden).
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?	<b>NA</b>	
<b>VII.8</b>	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	<b>No</b>	However, see comment column at VII.7 above.
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?	<b>NA</b>	
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?	<b>NA</b>	
<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>	<b>No</b>	
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)?	<b>NA</b>	
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?	<b>NA</b>	

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?	<b>NA</b>	
VII.10	<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>	<b>No</b>	
VII.11	<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>	<b>No</b>	
VII.12	<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>	<b>No</b>	
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>	<b>No</b>	
VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	<b>Yes</b>	
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.		According to the SCC Guidelines, fees, expenses, daily allowance and VAT should be specified for each arbitrator, administrative secretary and for the SCC. Moreover, the SCC Guidelines includes specific rules regulating social security contributions and income tax for arbitrators.
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	<b>No</b>	However, there may be other circumstances when the arbitral tribunal must take account of anti-money laundering legislation.
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>NA</b>	
<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>	<b>Yes</b>	See the comment column at 1.4.c. above.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	<b>Yes</b>	See the comment column at 1.4.c. above.
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.		See the comment column at 1.4.c. above.
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?	<b>No</b>	
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	<b>Yes</b>	There is no explicit requirement in the Arbitration Act. However, pursuant to the legal literature the award shall include the parties' requests for relief and legal grounds invoked in support of such requests for relief. (Lindskog, Skiljeförfarande, IV, 0-4.2.1). It has also been stated that the award must identify the dispute (Hobér, International Commercial Arbitration in Sweden, at 7.48.)
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	<b>Yes/no</b>	See comment column at 1.4.c above.
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	<b>Yes</b>	However, the arbitrators may base the award on <i>ex aequo et bono</i> considerations only if the parties have authorized them to do so (Section 27 a of the Arbitration Act and Article 27(3) of the SCC Rules).
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	<b>Unclear</b>	The principle of <i>iura novit curia</i> applies in Swedish courts and it has been argued that the principle should apply in arbitral proceedings as well.

			However, in international arbitration proceedings in Sweden, it is unclear to what extent the principle applies.
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> ?		Please see the comment on question VIII.5 above.
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?		Please see the comment on question VIII.5 above.
<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
<b>IX.1</b>	<b>Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?</b>	<b>Yes</b>	
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)?	<b>No</b>	
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.	<b>NA</b>	
<b>IX.2</b>	<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>	<b>No</b>	
<b>IX.3</b>	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	<b>Yes</b>	
<b>IX.4</b>	<b>Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?</b>	<b>Yes</b>	
<b>IX.5</b>	<b>Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?</b>	<b>Yes</b>	
<b>IX.6</b>	<b>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?</b>	<b>No</b>	
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.	<b>NA</b>	

<b>X. Dissenting and separate opinions</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
<b>X.1</b>	<b>Is it allowed for the arbitrators to write a dissenting or separate opinion?</b>	<b>Yes</b>	The Arbitration Act and the SCC Rules are silent on dissenting opinions of arbitrators. However, it is clear that dissenting opinions are permitted but not necessary. If a dissenting arbitrator wishes to submit a dissenting opinion it is for the dissenter to draft the dissenting opinion. (Arbitration in Sweden 2011), p 135).
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?	<b>No</b>	The Swedish Arbitration Act and the SCC Rules do not address dissenting opinions of arbitrators. However, the parties may require that any dissenting opinion is reasoned and attached to the award.
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?	<b>No</b>	However, please see the comment at X.1.a above.
<b>X.2</b>	<b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>	<b>No</b>	However, please see the comment at X.1.a above.
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?	<b>Yes</b>	
<b>X.3</b>	<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>	<b>No</b>	However, please see the comment on question X.1.a above.
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	<b>NA</b>	
<b>XI. Reservation of issues</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>

<b>XI.1</b>	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	<b>See comment</b>	<p>According to section 29 of the Swedish Arbitration Act, a certain issue which is of significance to the resolution of the dispute may be decided through a separate award, unless opposed by both parties.</p> <p>“Separate awards” are themselves final and binding in respect of the issues that they decide, and they acquire the same legal effect as “final awards” in respect of the issues that they decide.</p> <p>However, other issues not so decided can be reserved by the arbitral tribunal for determination in a later award</p>
<b>XI.1.a</b>	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	<b>Yes</b>	
<b>XII. Style and length</b>		<b>(Yes/No /NA)</b>	<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>	<b>No</b>	
<b>XII.1.a</b>	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	<b>NA</b>	
<b>XII.2</b>	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	<b>Yes</b>	
<b>XII.2.a</b>	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?	<b>No</b>	
<b>XII.3</b>	<b>Are there any restrictions or requirements as to the length of the award?</b>	<b>No</b>	
<b>XII.3.a</b>	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	<b>NA</b>	

<b>XIII. 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>	<b>No</b>	
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?	<b>Yes</b>	
<b>XIII.2</b>	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	<b>No – but see comment</b>	Under the SCC Rules, Articles 49(6) and 50 provide that the arbitral tribunal shall have regard <i>inter alia</i> to each party's contribution to the efficiency and expeditiousness of the arbitration.
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?	<b>Yes</b>	
<b>XIII.3</b>	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	<b>No</b>	Under the SCC Rules, Articles 49(6) and 50 provide that the arbitral tribunal shall have regard <i>inter alia</i> to the outcome 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?	<b>Yes</b>	
<b>XIII.4</b>	<b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>	<b>No</b>	
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?	<b>Yes</b>	
<b>XIII.5</b>	<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>	<b>Yes</b>	Pursuant to Article 49 of the SCC Rules the tribunal shall include in the final award the costs of the arbitration as finally determined by the SCC Board and shall specify the individual fees and

			expenses of each member of the tribunal and the SCC.
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?	NA	
XIII.6	<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	Under section 37 of the Arbitration Act, the arbitral tribunal is entitled to require the parties in a final award to pay them compensation, plus interest to run from one month after the date on which the award is issued. The compensation for each arbitrator must be stated separately.
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?	NA	
XIII.7	<b>Is it required for the award on costs to be reasoned?</b>	No	
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	<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	
XIII.9	<b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>	No	
<b>XIV. 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	

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)?	Yes	
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.		Awards are typically structured as follows:  Procedural background, (ii) recitals or another means of recording the details of each party's case, (iii) reasons for the outcome of the case, and (iv) the operative part of the award.
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	
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	
XIV.5	<b>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)?</b>	No	
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	
<b>XV. References to exhibits, authorities and witnesses declarations</b>		(Yes/No /NA)	<b>Additional comments, if any.</b>

<b>XV.1</b>	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	<b>No</b>	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	<b>NA</b>	
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?	<b>No</b>	
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?	<b>Yes</b>	
<b>XV.2</b>	<b>Is it required to identify in the award all evidence submitted during the proceeding?</b>	<b>No</b>	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	<b>NA</b>	
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?	<b>No</b>	
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?	<b>Yes</b>	
<b>XV.3</b>	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	<b>No</b>	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	<b>NA</b>	
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?	<b>No</b>	
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?	<b>Yes</b>	
<b>XV.4</b>	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	<b>No</b>	
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)?	<b>Yes</b>	

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?	Unclear	It is unclear whether the principle of <i>iura novit curia</i> applies and whether the tribunal may decide the dispute on the basis of statutory provisions/legal principles which have not been argued by the parties.
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?	No	
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	
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?	Unclear	It is unclear whether the principle of <i>iura novit curia</i> applies and whether the tribunal may decide the dispute on the basis of statutory provisions/legal principles which have not been argued by the parties.
<b>XVI. Use of annexes and diagrams</b>		(Yes/No /NA)	<b>Additional comments, if any.</b>

XVI.1	<b>Are annexes to the award permitted?</b>	<b>Yes</b>	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	<b>Yes</b>	
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>	<b>Yes</b>	However, tribunals are bound by the facts explicitly relied on by the respective parties and if the tribunal bases the award on a fact that has not been invoked by a party the award may be challenged.
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	<b>No</b>	
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?	<b>Yes</b>	However, tribunals are bound by the facts explicitly relied on by the respective parties and if the tribunal bases the award on a fact that has not been invoked by a party the award may be challenged.
<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>	<b>No</b>	
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	<b>NA</b>	