

# 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  
Michelangelo Cicogna  
De Berti Jacchia - Milan  
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Name of the Country: ITALY			
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	
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	Yes	
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	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	No	Procedural or administrative matters may be resolved by the Arbitral Tribunal either through a procedural order or through an award. In this latter case, the award will have the form of an interim or final

			award, depending on the decision.
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	
<b>I.4</b>	<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	However, Italian Code of Civil Procedure (“ <b>Italian CPC</b> ”) provides that an award is enforceable only after filing at the clerk’s office of the Court of the seat of an <u>original</u> or of an <u>authenticated copy</u>
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	Yes	
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	
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	The Italian CPC requires the award to bear the date of its subscription by the Arbitrators
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?	No	The award may bear multiple dates of subscription if the arbitrators did not subscript it simultaneously. However, the award has effects in the Italian legal system only since the date of its last subscription.
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?	No	

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?	No	
<b>I.5</b>	<b>Are partial awards permitted?</b>	Yes	
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?		Partial awards (“ <i>lodo parziale</i> ” or “ <i>lodo su domande</i> ” in Italian) can be issued to solve part of the claims (for example, to decide the “ <i>an</i> ” of the dispute).
<b>I.6</b>	<b>Are rectificative or interpretative additional awards permitted?</b>	Yes	The Italian CPC expressly provides for the possibility for the arbitral tribunals to rectify the award (for mere omissions or computational errors). Interpretative awards are not permitted under Italian law
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?	60 days	The deadline provided by the CPC is 60 days from the date when the award is communicated to the parties
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	Yes	
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?		When the award contains omissions or clerical and computational errors, or when the award needs to be supplemented with <b>(i)</b> the name of arbitrators, <b>(ii)</b> the indication of the seat of the arbitration; <b>(iii)</b> the details of the parties; <b>(iv)</b> the arbitration agreement and

			the final claims of the parties
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?	NA	See above I.6
I.7	<b>Are interim or preliminary awards permitted?</b>	Yes	Interim awards (“ <i>lodo non definitivo</i> ” in Italian) are issued when the arbitral tribunal dismisses a preliminary issue (such as, for instance, a jurisdictional one or a limitation period defense)
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?	Yes	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	No	They are subject to partial awards
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	Depending on the type of provision, interpretation may be subject to interim or partial awards.
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?	Yes	Interim awards can be enforced only together with the final awards (and can be challenged only together with the final award).
I.8	<b>Are awards by consent accepted?</b>	No	The matter is not governed by Italian legislation and rarely discussed by Italian doctrine. The majoritarian view among commentators seems to be in the sense that awards by consent should not be admitted under Italian legal system. However, in practice, such awards may be issued in presence of a joint request from the parties and with

			the consent of the arbitrators.
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	NA	
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	
<b>I.9</b>	<b>Are default awards accepted?</b>	Yes	<p>The arbitration continues also in the absence of one or more of the parties and the default award is valid.</p> <p>If one of the parties is no longer part of the arbitration after its commencement (for death or other reasons) the arbitrators shall take all measure to safeguard the due process and they may also stay the proceedings.</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?	No	
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?	Yes	
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?	No	<p>However, Italian CPC requires the arbitrators to conduct the proceedings in respect of the parties' right to be heard and rights of defence. In practice, if one of the parties does not participate in the arbitration, arbitrators will be particularly scrupulous in notifications and communications to the absent party to avoid any possible challenge of the award on the ground of violation of the above</p>

			rights. This usually implies resorting to service through bailiffs.
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?	Yes	Though no particular provisions are set by the law, arbitrators shall document in the award the efforts made to guarantee the due process in order to safeguard the enforceability of the award.
<b>I.10</b>	<b>Is there a time limit requirement to render the award?</b>	Yes	
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.		The time limit for the award can be agreed upon between the Parties. Absent an agreement, the award shall be issued within <b>240 days</b> from the date of acceptance of the appointment by arbitrators. Such period may be extended <b>(i)</b> by agreement of the parties, <b>(ii)</b> by the competent State court upon application of either of the parties or of the arbitrators. Under certain circumstances which determine an increased complexity of the arbitral proceedings, the time limit is extended by 180 days by operation of law.
<b>I.11</b>	<b>Are arbitrators required to meet certain qualifications?</b>	No	Any individual having legal capacity may be appointed as arbitrator pursuant to Italian CPC
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.	NA	
<b>II. Language</b>			

II.1	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	No	Although the matter is not explicitly governed in the Italian CPC, commentators consider that the parties may be free to choose more than one language applicable to the arbitration (e.g. one language for the proceedings and a different language for the award). In case of award drafted in a foreign language, an Italian certified translation must be provided to have the award enforceable in the Italian territory.
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	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	No	According to Italian CPC, parties are free to choose the language of the arbitration. Absent any parties' choice, the arbitrators are free to determine the language of the arbitration as they deem appropriate

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	See II.1
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	
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	
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 II.3.b 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>			
III.1	<b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>	NA	Italian CPC does not contain any specific provision on the matter but the prevailing view is that arbitral awards can be signed with digital certified signature.
III.1.a	If your answer to question III.1 is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	See III.1 above
III.1.b	If your answer to question III.1 is yes, is it required to use a specific ink color to sign the award?	No	
III.1.c	If your answer to question III.1.b 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>	Yes	
III.2.a	If your answer to question III.2 is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	No	Italian CPC requires that, if the award is signed by the majority of (and not all) the arbitrators, it shall be accompanied with a declaration that it has been rendered with the participation of all the arbitrators and that some of them did not want to or could not sign it
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	Italian CPC does not contain any specific provision on the matter. However, the possibility to issue a dissenting opinion by one or more arbitrators is accepted in practice

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	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	
III.4	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	No	
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?	No	The signature of the majority of the arbitrators is required (see III.2.a)
III.5	<b>Is initialling of all the pages of the award required?</b>	No	Case law adopted the view that the omitted initialling of all the pages by the arbitrators is not a cause of invalidity of the award, provided that the award bears the signatures at its last page.
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	
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>	No	
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	
III.7	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	No	The signing of the award by the arbitrators may not be contextual and may occur in different places

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	
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	
<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	
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?	Yes	See I.4.f
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?	NA	
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?	No	
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)?	Yes	The issue is not addressed by Italian law, however, as there is no need to indicate the place of the signature, the dates should be set using the calendar used 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?	No	

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?	No	
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	
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)?		No specific format is required under Italian legal system. Under Italian CPC, the “date” is generally intended as day, month and year (with no need to specify the hour)
III.10	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution’s approval?</b>	No	
III.11	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	No	
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?	Yes	
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.	NA	
III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	Yes	
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	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	
<b>III.13</b>	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	Yes	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	Yes	See below at III.13.b
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.)?	Yes	One stamp duty of EUR 16 every 4 pages
<b>III.14</b>	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	No	However, in practice arbitrators commonly bind the award
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	No	
<b>IV. Notification of the award</b>			
<b>IV.1</b>	<b>Are there any specific required means for the notification of the award?</b>	Yes	The award shall be notified to the parties within 10 days from its signature by sending an original or a certified copy thereof, also through registered letter.
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	But it is possible
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	No	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	
<b>IV.2</b>	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	Yes	

IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	Yes	
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?	NA	
IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	No	
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	The answer may vary however in consideration of the arbitration rules which are applied to the proceedings
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	Yes	Original or certified copy
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	Yes	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	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	
IV.6	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	No	
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	
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?	Yes	
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	The presentation of the award (original or authenticated copy) to the Court is necessary only for the purpose of obtaining its declaration of enforceability by the Court of the seat. In this latter case, in practice, the Parties present a paper original or copy to the clerk's office of the court. There is no rule governing the presentation of the award in electronic copy under Italian legislation.
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	While the CPC expressly mentions the delivery by hand or through registered letters, commentators consider that a delivery by courier should be admitted as it can be considered as an equivalent delivery mode. In practice, arbitrators, to be on the safe side, would commonly prefer the use of registered letter to deliver the award.

IV.9	<b>Is it required for the notification of the award to be made by public postal services?</b>	Yes	It is one possibility, though not exclusive. See IV.1
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	No	
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?	NA	
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	See IV.1
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	
IV.11	<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.		Time limit for the communication of the award is 10 days from its subscription (see IV.1)
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>			
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>	Yes	Confidentiality in arbitration is not specifically covered by the CPC. However, the Code of Ethics for Italian lawyers imposes to lawyers who are appointed as arbitrators a duty of confidentiality about facts known due to the arbitration and information related to the proceedings. Furthermore, under the Code of Ethics, the arbitrator is required not to disclose the decision before it has been formally communicated to all parties
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?	NA	
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>	Yes	See V.1
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?	NA	
V.3	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	Yes	See V.1.  Also, GDPR plays a role in the protection of the data.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	
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	In practice, in order to respect their duty of confidentiality, arbitrators will notify in the award in such a manner to avoid

			having its content accessible to unauthorized parties (e.g. by putting the document in an envelope) or through certified encrypted email.
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	Provided that it is submitted to the actual registered office or residence of the parties.
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>			
VI.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	Yes	
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	Although the matter is not governed by the Italian legal system, the involvement of the secretary in the decision making process is not advisable as it may be in contrast with the duty of confidentiality of the

			arbitrators and the secrecy of the deliberation..
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	
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.		It is common practice to limit the role of tribunals secretaries to the drafting of the procedural history and to taking care of formalities (stamps, notification etc.).
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	No	
VI.2	<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>	No	
<b>VII. Content of the award</b>			
VII.1	<b>Is it mandatory to state within the award the reasons upon which the award is based?</b>	Yes	
VII.2	<b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>	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	
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	The award shall indicate the name of the legal representative and the source of its power to represent the company.
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?	Yes	The award shall contain the terms of the arbitration agreement but the potential absence thereof does not lead to the nullity of the arbitral award.
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?	Yes	
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?	Yes	
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?	No	
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	
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	
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?	Yes	
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?	No	
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?	No	

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?	Yes	The award shall indicate whether the arbitration is “rituale” or “irrituale”. Also, the arbitrators shall clarify whether the proceedings was administered under the rules of an institution.
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?	Yes	
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?	Yes	
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?	Yes	
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	
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?	Yes	The name of the arbitrators are mandatory. In practice the award shall contain the name of the arbitrators and their domicile
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?	Yes	Even if such description is not a mandatory element of the award, it is almost always included so that it is apparent if the way the arbitrators have been appointed is consistent with the arbitration clause and the will of the parties.
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	Even though such reference will always be included if the arbitration is administered by an institution.

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?	Yes	Even if not mandated by the law, the underlying factual circumstances are a key element to understand the reasoning of the arbitrators. However, according to case-law, it suffices that it emerges from the award the reasoning followed by the arbitrators.
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	However, in practice it is always included.
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	However, in practice the arbitrators will indicate the evidences on which they rely.
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	Italian legislation does not expressly require the arbitrators to specify the type of the award though in practice the awards are almost always “named” by the arbitral tribunal.
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??	No	
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>	Yes	
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	Yes	

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?	Yes	
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?	No	
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?	Yes	Not strictly required but suggested
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?	Yes	Not strictly required but suggested
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?	Yes	Not strictly required but suggested
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	
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?	Yes	
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	
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	
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?	No	
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>	Yes	As mentioned, the arbitration agreement shall be included in the award although the absence thereof does not lead to the nullity of the arbitral award.

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?	Yes	
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?	Yes	
VII.6	<b>Is it required for the award to recite the parties' request for relief?</b>	Yes	The requests for relief shall be included in the award but the absence thereof does not lead to the nullity of the award.
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?	Yes	No such requirement is expressly provided under CPC. However, since the arbitrators are required to include the parties' requests for relief in the award, it can be inferred that they should report also withdrawals or modifications of claims. In practice, arbitrators commonly summarize the parties' positions and the main events occurred in the proceedings in their award – and therefore acknowledge any withdrawal or modification of claims or waivers by the parties as well.
VII.7	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	Yes	
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	No	However, see above VII.6.a
VII.8	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	Yes	Not strictly required but suggested
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?	Yes	Not strictly required but suggested



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?	Yes	This is part of the reasoning of the decision
VII.9	<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>	Yes	Though the award shall mandatorily contain only the prayers for relief of the parties, it is common practice to include also a summary of the parties' positions.
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)?	No	
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?	Yes	
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?	No	
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>	Yes	
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>	Yes	In practice, especially if required by the parties to express his view on which procedural rules shall be applied, arbitrators would provide reasoning for their decision on the issue
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>	Yes	In practice, if the substantive law applicable to the merits is disputed between the parties, arbitrators would provide a reasoning for their decision on the applicable law
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>	Yes	

VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	No	The arbitral award is subject to tax duty but it is not under the responsibility of the arbitrators
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.	NA	
VII.15	<b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>	No	
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.	NA	
<b>VIII. Reasoning and findings</b>			
VIII.1	<b>Is it required for the award to contain the arbitral tribunal's reasoning?</b>	Yes	
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	Yes	
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.		The award shall contain a summary exposition of the reasons of the award so that the reasoning followed by the arbitrators can be understood.
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	Not strictly required but suggested in order to allow a logical flow of the decision.
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	Yes	According to case-law, it suffices that the arbitrators decide all the issues raised by the parties, also implicitly rejecting/endorsing the parties' arguments.
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	No	

VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	Yes	If the clause so provide or with the agreement of the parties.
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	Yes	
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	
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 arbitral tribunal can decide on issues of law on the basis of arguments not raised by the parties, but when it decides to do so it should stimulate the parties' discussion on the point so as to preserve the parties' right to be heard.
<b>IX. Operative part (<i>dispositif</i>)</b>			
IX.1	<b>Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?</b>	Yes	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	
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" <i>dispositif</i> (i.e. all other claims are dismissed)?</b>	No	As long as the decision covers all the claims
IX.3	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	No	
IX.4	<b>Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?</b>	Yes	

IX.5	<b>Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?</b>	Yes	Inasmuch as the subject matter is arbitrable
IX.6	<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>	No	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
<b>X. Dissenting and separate opinions</b>			
X.1	<b>Is it allowed for the arbitrators to write a dissenting or separate opinion?</b>	Yes	Under Italian arbitration law, no express provision upon the admissibility of dissenting opinions exists although they are generally recognized in practice.
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	No specific provision in Italian arbitration law. In practice, case-law highlights that the dissenting opinion does not have to be necessarily included in a separate attachment.
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	But doctrine agrees that the award can address the dissenting opinion
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>			
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>			
XII.1	<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	
XII.2	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	Yes	
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	
XII.3	<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. Award of costs</b>			
XIII.1	<b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>	Yes	Costs are generally allocated according to the cost-follow-the-event rule and should be determined also in accordance with the parameters set by Italian law on the activity of lawyers.

XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	Yes	
XIII.2	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	No	Not strictly required but suggested
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 XIII.1
XIII.3	<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	
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	
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	
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	
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>	No	
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	
XIII.7	<b>Is it required for the award on costs to be reasoned?</b>	Yes	In practice, arbitrators provide reasoning on their decision on costs especially

			if they do not apply the cost-follow-the-event rule
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. Structure of the Award</b>			
<b>XIV.1</b>	<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	
<b>XIV.2</b>	<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	
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	
<b>XIV.3</b>	<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	
<b>XIV.4</b>	<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>			
XV.1	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	No	
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?	No	Arbitrators commonly recall in their reasoning only the exhibits which are relevant for their decision
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	
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?	No	Arbitrators commonly recall in their reasoning only the evidence which are relevant for their decision
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	
XV.3	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	No	



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	
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?	NA	
XV.4	<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)?	Yes	
XV.5	<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?	Yes	However, arbitrators would quote (and not summarize) the witness' declarations in cases when their summary may risk being misinterpreted by the Parties
XV.6	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	Yes	In Italian arbitration law, <i>iura novit curia</i> principle applies, so that arbitrators may resolve the law matters also irrespective of the precedents quoted by the parties and of their judicial arguments
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>	No	Under Italian law State Court Judges cannot quote legal authors in their decisions. Even if the analogy with arbitration is not settled, it is advisable to avoid to cite legal authors in arbitral awards.
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?	NA	
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?	NA	
<b>XVI. Use of annexes and diagrams</b>			
XVI.1	<b>Are annexes to the award permitted?</b>	Yes	
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	
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	Depending on the complexity of the award
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	
<b>XVII. Miscellanea</b>			
XVII.1	<b>Are there any other local requirements for the validity on an award?</b>	No	In synthesis, it can be recalled that, pursuant to Sect. 823 Italian CPC, a valid arbitration award shall contain: 1) the names of the parties;

			<p>2) the indication of the submission to arbitration or of the arbitration clause and of the issues submitted for decision;</p> <p>3) a brief statement of the reasons;</p> <p>4) the decision of the issues (<i>dispositivo</i>);</p> <p>5) the indication of the seat of the arbitration and of the place or the manner in which it was deliberated;</p> <p>6) the signatures of all of the arbitrators, with the indication of the day, month and year of their signature; the arbitrators may sign in a place other than the place of deliberation, as well as abroad. If there is more than one arbitrator, they may sign in different places without having to meet personally again.</p> <p>However, an award signed only by the majority of the arbitrators shall be valid provided that mention is made that it was deliberated in the presence of all the arbitrators and that it states expressly that the other arbitrators were either unwilling or unable to sign.</p> <p>It shall be pointed out, however, that the absence of the requirements from 1 to 4 does not lead to the nullity of the award.</p>
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	NA	