

# IBA ARBITRATION COMMITTEE

## SUB Committee on recognition and enforcement of arbitral awards

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

Author

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Australia			
I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	Yes	The <i>International Arbitration Act 1974</i> (Cth) (the <b>Act</b> ) governs international arbitration in Australia.  The Model Law is adopted in Australia under Schedule 2 of the Act (section 16(1) of the Act).
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	-
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	No	The Act prescribes the form and content of the Award in accordance with Article 31 of the Model Law (See Schedule 2 of the Act).  Applicable institutional rules may provide for additional requirements.
I.2.b	Does the agreement to arbitrate must be attached to the award?	Yes	When seeking enforcement of an award in Australia, a person must produce to the court: (a) the duly authenticated original award

			or a duly certified copy; and (b) the original arbitration agreement under which the award purports to have been made or a duly certified copy (section 9(1) of the Act).
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	Yes	<p>However, such copy must be duly certified - see <b>I.2b</b> above.</p> <p>An award shall be deemed to have been duly authenticated, and a copy of an award or agreement shall be deemed to have been duly certified, if: (a) it purports to have been authenticated or certified, as the case may be, by the arbitrator or, where the arbitrator is a tribunal, by an officer of that tribunal, and it has not been shown to the court that it was not in fact so authenticated or certified; or (b) it has been otherwise authenticated or certified to the satisfaction of the court (section 9(2) of the Act).</p>
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?	N/A	-
I.3	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	Yes	-
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	Yes	-
I.4	<b>Does the award must comply with certain minimal formal requirements?</b>	Yes	An award must: (i) be in writing and signed by the arbitrator(s); (ii) state the reasons upon which it is based (unless parties have agreed no reasons are to be given); and (iii) state its date and place of arbitration (Schedule 2 of the Act,

			which adopts the Model Law, Art 31).
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?	Yes	<p>For the purposes of enforcement.</p> <p>When seeking enforcement of an award in Australia, a person must produce to the court: (a) the duly authenticated original award or a duly certified copy; and (b) the original arbitration agreement under which the award purports to have been made or a duly certified copy (section 9(1) of the Act).</p> <p>See <b>I.2c</b> above for authentication requirements under section 9(2) of the Act.</p>
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	See <b>I.4</b> above.
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	See <b>I.4</b> above.
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	See <b>I.4</b> above.
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	<p>See <b>I.4</b> above.</p> <p>In addition, specific requirements with respect to the date of arbitral awards are often made in institution rules. For example, the 2016 ACICA Rules (<b>ACICA Rules</b>) require that “<i>an award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made</i>” (ACICA Rules, Art 38.4).</p>

I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	N/A	See <b>I.4e</b> above.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	N/A	See <b>I.4e</b> above.
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	N/A	See <b>I.4e</b> above.
<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?	-	<p>This is ordinarily derived from the arbitration agreement or the applicable law.</p> <p>Where institutional rules are incorporated into an arbitration agreement, these rules generally contain provisions for the making of partial awards. For example, under Art 38.1 of the ACICA Rules, an arbitrator or tribunal has the power to “<i>make interim, interlocutory, or partial awards.</i>”.</p> <p>Partial awards are most frequently used to record the determination of specific issues where the dispute can be divided into different stages, each concluded with a separate partial award. For example, bifurcating liability and quantum issues.</p>
<b>I.6</b>	<b>Are rectificative or interpretative additional awards permitted?</b>	Yes	Both rectificative and interpretative awards are permitted (Schedule 2 of the Act, which adopts the Model Law, Art 33).
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	See <b>1.6b</b> below.

I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	-	Within 30 days of receipt of the award, unless otherwise agreed (Schedule 2 of the Act, which adopts the Model Law, Art 33(2)).
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?	N/A	-
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?	-	To correct any errors in computation, any clerical or typographical errors or any errors of similar nature (Schedule 2 of the Act, which adopts the Model Law, Art 33(1a)).
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?	-	To give an interpretation of a specific point or part of the award (Schedule 2 of the Act, which adopts the Model Law, Art 33(1b)).
I.7	<b>Are interim or preliminary awards permitted?</b>	See Comm ent	We understand the reference to ‘interim award’ to be provisional measures/interim measures as opposed to a ‘partial award’.  The Act provides for interim measures with reference to Chapter IVA of the Model Law (see Schedule 2), but it however excludes the operation of Article 17B with respect to preliminary orders (see s18B of the Act).
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	No	See <b>I.7</b> above.

I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	No	See <b>I.7</b> above.
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?	No	See <b>I.7</b> above.
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 measures are provisional in nature.
<b>I.8</b>	<b>Are awards by consent accepted?</b>	Yes	-
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	If during arbitral proceedings the parties settle the dispute, the arbitral tribunal shall terminate the proceedings, and if requested by the parties, record the settlement in the form of arbitral award on agreed terms (Schedule 2 of the Act, which adopts the Model Law, Art 30).
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.	N/A	See <b>I.8</b> above.
<b>I.9</b>	<b>Are default awards accepted?</b>	Yes	The arbitral tribunal may continue with the arbitration proceedings in default of appearance or of the other act and make an award on the evidence before it (section 23B(2) of the Act).
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	See <b>I.9</b> above.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	N/A	-

I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	Only to the extent required, see <b>IV.</b> below.
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	While there is no specific requirement, this is prudent given the tribunal's general duty to give a party reasonable opportunity to present its case (Section 18C of the Act, and Schedule 2 Adopting Article 18 of Model Law).
I.10	<b>Is there a time limit requirement to render the award?</b>	No	However, various institutional rules impose time limits for the final award.  For example, under Art 27 of the ACICA Rules, " <i>the Arbitrator shall make the final award within 4 months of the appointment of the Arbitrator if there is no counterclaim (or claim relied on for the purpose of a set-off), and otherwise within 5 months.</i> "
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.	N/A	-
I.11	<b>Are arbitrators required to meet certain qualifications?</b>	No	-
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.	N/A	-
<b>II. Language</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
II.1	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	Yes	The parties are free to agree on a language(s) to be used in the arbitral proceedings (failing which the arbitral tribunal will determine the language(s) to be used) and

			any written statement, hearing, award, decision or other communication must be in that language(s) (Schedule 2 of the Act, which adopts the Model Law, Art 22.1).
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?	Yes	See <b>II.I</b> above.
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	N/A	-
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	N/A	-
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	N/A	-
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?	N/A	-
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?	N/A	-
<b>II.2</b>	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	See comment	Subject to <b>II.I</b> above.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	N/A	-
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	-
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	N/A	-
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	-



II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	N/A	-
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	N/A	-
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>	See comment	Subject to <b>II.I</b> above.
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?	No	-
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	Yes	-
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	No	-
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	Yes	-
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	No	-
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	N/A	-
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text ( <i>ie.</i> sworn translator)?	Yes	When seeking enforcement of an award in Australia, a translation should be certified by a diplomatic or consular agent in Australia of the country in which the award was made or otherwise to the satisfaction of the court (section 9(4) of the Act).
<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>	No	-
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	-
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	N/A	-
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	-
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	In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal will suffice, provided that the reason for any omitted signature is stated, in the award (Schedule 2 of the Act, which adopts the Model Law, Art 31.1).
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	See <b>III.2</b> above.
III.3	<b>In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?</b>	Yes	See <b>III.2</b> above.
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	See <b>III.2</b> above.
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	See <b>III.2</b> above.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	See <b>III.2</b> above.

<b>III.5</b>	<b>Is initialling of all the pages of the award required?</b>	No	-
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	N/A	-
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	N/A	-
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	-
<b>III.6</b>	<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	-
<b>III.7</b>	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	No	-
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)?	N/A	-
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	N/A	-
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.	N/A	-
<b>III.9</b>	<b>Is it required for the arbitral award to bear the date?</b>	Yes	An award must state its date (Schedule 2 of the Act,

			which adopts the Model Law, Art 31(3)).
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	No	See <b>III.9</b> above – there are no further requirements regarding dating an award.
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	No	-
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	N/A	There are no express requirements for the calendar to be used when dating an award.
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	N/A	See <b>III.9c</b> above.
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	N/A	See <b>III.9c</b> above.
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	N/A	See <b>III.9c</b> above.
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	See <b>III.9c</b> above.
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	N/A	There are no express requirements for the format of the date of the award.
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	N/A	See <b>III.9h</b> above.
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	N/A	See <b>III.9h</b> above.
<b>III.10</b>	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>	Yes	See <b>III.9</b> above, unless otherwise agreed by the parties.

<b>III.11</b>	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	Yes	See <b>III.9</b> above – the date is at the arbitral tribunal's discretion.
III.11.a	If your answer to question <b>III.11</b> is no, would the award be deemed effective on the date of the last signature?	N/A	-
III.11.b	If your answer to question <b>III.11.a</b> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	N/A	-
<b>III.12</b>	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	Yes	An award must state the place of arbitration (Schedule 2 of the Act, which adopts the Model Law, Art 31(3)).
III.12.a	If your answer to question <b>III.12</b> is no, are arbitrators required to state the physical place where they were located during the proceedings?	N/A	-
III.12.b	If your answer to question <b>III.12.a</b> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	N/A	-
<b>III.13</b>	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	No	-
III.13.a	If your answer to question <b>III.13</b> is yes, is there a specific stamp that should be used?	N/A	-
III.13.b	If your answer to question <b>III.13</b> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	N/A	-
<b>III.14</b>	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	No	-
III.14.a	If your answer to question <b>III.14</b> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	-
<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>	Yes	<p>A copy signed by the arbitrators is to be delivered to each party (Schedule 2 of the Act, which adopts the Model Law, Art 31(4)).</p> <p>In addition, various institutional rules provide specific notification requirements. For example, under Art 38.5 of the ACICA Rules, the arbitral tribunal must communicate copies of an award signed by the arbitrators to the parties and ACICA.</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?	No	See <b>IV.1</b> above.
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	See <b>IV.1</b> above.
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	See <b>IV.1</b> above.
IV.2	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	Yes	See <b>IV.1</b> above. Some institutional rules require the arbitration institution to perform notification, as opposed to the arbitral tribunal. For example, the ICC Secretariat will notify the parties of the award signed by the arbitral tribunal (Art 35, ICC 2017 Arbitration Rules).
IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	Yes	See <b>IV.1</b> above.
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?	N/A	-

IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	See comment	This is subject to the particular institutional rules. Under the ACICA Rules, the arbitral tribunal must communicate copies of an award signed by the arbitrators to the parties and ACICA (ACICA Rules, Art 38.5).
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	N/A	-
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	No	See <b>IV.1</b> above.
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)?	N/A	-
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	No	See <b>IV.1</b> above.
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	N/A	-
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?	No	-
IV.7	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	Yes	If seeking enforcement of an award, the party seeking enforcement must produce to the court: (i) the duly authenticated original award or a duly certified copy; and (ii) the original arbitration agreement or a duly certified

			copy (section 9(1) of the Act).
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	Yes	See <b>IV.7</b> above.
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?	No	-
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	-
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	N/A	-
<b>IV.8</b>	<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?	N/A	-
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	N/A	-
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?	N/A	-
<b>IV.9</b>	<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?	N/A	-
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	-
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	N/A	-
<b>IV.10</b>	<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	If agreed by the parties and the arbitral tribunal.
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> ?	N/A	-
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	-
IV.12	<b>Is there any time limit established for notification purposes?</b>	No	-
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	N/A	-
IV. 12	<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?	N/A	-
<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>	Yes	Confidential information under the Act means information that relates to the proceedings or to an award made in the proceedings and includes: (a) the statement of claim, statement of defence, and all other pleadings, submissions, statements, or other information supplied to the arbitral tribunal by a party to the proceedings; and (b) any evidence (whether documentary or

			other) supplied to the arbitral tribunal; and (c) any notes made by the arbitral tribunal of oral evidence or submissions given before the arbitral tribunal; and (d) any transcript of oral evidence or submissions given before the arbitral tribunal; and (e) any rulings of the arbitral tribunal; and (f) any award of the arbitral tribunal (section 15 of the Act).
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	N/A	-
V.2	<b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>	No	However, it is generally accepted that arbitral deliberations (and documents generated by a tribunal during its deliberations, which would include for example, drafts of the award) are confidential (see <i>Sonatrach v Statoil Natural Gas LLC</i> [2014] EWHC 875 (Comm)).
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	No	See V.2 above.
V.3	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	Yes	Any award of the arbitral tribunal is confidential (see V.1 above).
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.	N/A	-
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?	N/A	-
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	-
V.5	<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?	N/A	-
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	-
V.6	<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>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VI.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	Yes	As guidance, ACICA has published a guideline on the use of tribunal secretaries, effective as at 1 January 2017 ( <b>ACICA Guideline on Tribunal Secretaries</b> ).  Unless the parties otherwise agree, the arbitral tribunal secretary may (i) provide administrative assistance; (ii) summarise and/or research factual and legal issues in the record; and (iii) prepare drafts of procedural orders and non-substantive parts of awards (Item 11, ACICA Guideline on Tribunal Secretaries).
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	The arbitral tribunal secretary must not perform any decision-making functions (Item 12, ACICA

			Guideline on Tribunal Secretaries).
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	See <b>VI.1</b> above.
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.	-	See <b>VI.1</b> above.
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.	-	<p>See <b>VI.1</b> above.</p> <p>The arbitral tribunal may select an appropriate candidate at its discretion. Prior to an appointment, the arbitral tribunal shall circulate the following to the parties and to ACICA: (i) proposed candidate's name and CV; (ii) candidate's signed declaration of independence and impartiality; (iii) if relevant, any disclosure regarding the candidate's independence and impartiality; (iv) the candidate's terms of appointment and hourly rates; and (v) a copy of this guideline (Item 4, ACICA Guideline on Tribunal Secretaries).</p> <p>The arbitral tribunal shall only proceed with the appointment of the proposed secretary upon the agreement of the parties (Item 5, ACICA Guideline on Tribunal Secretaries).</p>
<b>VI.2</b>	<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?	N/A	-
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	N/A	-

VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	N/A	-
VI.3	<b>In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?</b>	No	-
<b>VII. Content of the award</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VII.1	<b>Is it mandatory to state within the award the reasons upon which the award is based?</b>	Yes	An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 2 of the Act, which adopts the Model Law, Art 31(2)).
VII.2	<b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>	Yes	An award must state its date and place of arbitration (Schedule 2 of the Act, which adopts the Model Law, Art 31(3)).  Applicable institutional rules may provide for additional requirements.
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?	No	However, inclusion of this information is common practice. The Chartered Institute of Arbitrators' Guideline on Drafting Arbitral Awards ( <b>CIARB Guideline</b> ) recommends including this information (see CIARB Guideline, Art 4 commentary).
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	See however <b>VII.2.a</b> above. Such inclusion is common practice.

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	See <b>VII.2.a</b> above. Such inclusion is common practice.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	No	However the award must state the seat of the arbitration (Schedule 2 of the Act, which adopts the Model Law, Art 31(3)).
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	See VII.2.d above.
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	No	However, inclusion of this information is common practice.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	No	See VII.2.f above.
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?	No	See VII.2.f above.
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?	No	However, inclusion of this information is common practice.
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	See VII.2.i above.
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	See VII.2.i above.
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?	No	However, inclusion of this information is common practice.
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	No	However, inclusion of this information is common practice.

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?	No	See VII.2.m above.
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?	No	See VII.2.m above.
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?	No	See VII.2.m above.
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?	No	However, a brief description of each of the arbitrators is common practice (see CIARB Guideline, Art 4 commentary).
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?	No	See VII.2.q above.
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	However, inclusion of this information is common practice.
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	However, inclusion of this information is common practice.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	No	However, inclusion of this information is common practice.
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, inclusion of this information is common practice.
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	However, inclusion of this information is common practice.
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	No	However, inclusion of this information is common practice (see CIARB

			Guideline, Art 2 commentary).
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?	No	However, inclusion of this information is common practice.
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	No	However, inclusion of this information is common practice (see CIARB Guideline, Art 2 commentary).
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	-
<b>VII.3</b>	<b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>	N/A	-
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	-
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	N/A	-
VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	N/A	-
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	N/A	-
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	N/A	-
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	N/A	-
<b>VII.4</b>	<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?	N/A	-
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	N/A	-
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	N/A	-
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	N/A	-
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	-
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	If the Tribunal's jurisdiction was challenged, inclusion of this information is common practice as part of the procedural history or in the event the tribunal's ruling on jurisdiction is made in the award on the merits.
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?	No	See VII.5 above.
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?	No	See VII.5 above.
VII.6	<b>Is it required for the award to recite the parties' request for relief?</b>	No	However, a summary of this information is common practice.
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	N/A	-
VII.7	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	No	However, a summary of this information is common practice (see CIARB Guideline, Art 4 commentary), and can be

			seen to go towards the requirement for the award to provide reasons for its basis.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	N/A	-
<b>VII.8</b>	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	No	See <b>VII.7</b> 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?	N/A	-
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	N/A	-
<b>VII.9</b>	<b>Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?</b>	No	However, it is common practice, and helpful, to do so (see CIARB Guideline, Art 4 commentary), and can be seen to go towards the requirement for the award to provide reasons for its basis.
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	N/A	-
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	N/A	-
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	N/A	-
<b>VII.10</b>	<b>If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	No	However, such inclusion is common practice.
<b>VII.11</b>	<b>If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?</b>	No	However, such inclusion is common practice.

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>	No	However, such inclusion is common practice.
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	An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 2 of the Act, which adopts the Model Law, Art 31(2)).
VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	No	-
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	-
VII.15	<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.	N/A	-
<b>VIII. Reasoning and findings</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VIII.1	<b>Is it required for the award to contain the arbitral tribunal's reasoning?</b>	Yes	An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 2 of the Act, which adopts the Model Law, Art 31(2)).
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	-
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	N/A	-

VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	No	-
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	No	However it is common practice to include this information given the Tribunal's general duty to give each party an opportunity to present its case. See also VII.7 above.
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	Yes	Only if agreed by the parties (Schedule 2 of the Act, which adopts the Model Law, Art 31(2)).
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	Yes	Only if the parties have expressly authorised the arbitral tribunal to do so (Schedule 2 of the Act, which adopts the Model Law, Art 28(3)).
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	No	-
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	N/A	-
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?	N/A	-
<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</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.	N/A	-
IX.2	<b>In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?</b>	No	-
IX.3	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	Yes	-
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	-
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.	N/A	-
<b>X.</b>	<b>Dissenting and separate opinions</b>	<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
X.1	<b>Is it allowed for the arbitrators to write a dissenting or separate opinion?</b>	Yes	-
X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	-
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	-
X.2	<b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>	No	-
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?	N/A	-
<b>XI. Reservation of issues</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XI.1	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	Yes	-
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	No	However, it is common practice to do so.
<b>XII. Style and length</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</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.	N/A	-
XII.2	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	No	The arbitral tribunal may determine an award, including interest, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made (section 25(1) of the Act).  Post award interest may be governed by the institutional rules.
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?	N/A	-

XII.3	Are there any restrictions or requirements as to the length of the award?	No	-
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	N/A	-
<b>XIII. Award of costs</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	No	<p>The arbitral tribunal has discretion in determining costs of an arbitration and is not required to use any scales or other rules used by a court when making orders in relation to costs (section 27(1) and 27(2AA) of the Act).</p> <p>Applicable institutional rules may provide further guidance. For example, the ACICA Rules provide that the costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case (ACICA Rules, Art 46.1).</p>
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	Yes	-
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	See <b>XIII.1</b> above.
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	

<b>XIII.3</b>	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	No	See <b>XIII.1</b> above.
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	
<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>	No	See <b>XIII.1</b> above.
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	Yes	-
<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>	No	-
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	-
<b>XIII.6</b>	<b>Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?</b>	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	-
<b>XIII.7</b>	<b>Is it required for the award on costs to be reasoned?</b>	Yes	An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 2 of the Act, which adopts the Model Law, Art 31(2)).
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?	N/A	-
<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.	N/A	-
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>		<b>(Yes/ No /NA)</b>	<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)?	N/A	-
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	N/A	-
XIV.2	<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.	N/A	-
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	Arbitrators should structure an award in a logical sequence and express their decision in a clear, concise and unambiguous manner. (see CIARB Guideline, Art 1 commentary).
<b>XV. References to exhibits, authorities and witnesses declarations</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
XV.1	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	No	-
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	N/A	-
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	-
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	-
XV.2	<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?	N/A	-
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	-
XV.2.c	If your answer to question <u>XV.2</u> is no, is it a 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?	N/A	-
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	No	-
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	-
<b>XV.4</b>	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	No	-
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	Yes	-
<b>XV.5</b>	<b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>	No	-
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	-
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	Yes	-
<b>XV.6</b>	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	Yes	-
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	-
<b>XV.7</b>	<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	-
<b>XV.8</b>	<b>Is it permitted to cite in the award legal authors and doctrine?</b>	Yes	-
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	-

XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	-
<b>XVI. Use of annexes and diagrams</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XVI.1	<b>Are annexes to the award permitted?</b>	Yes	-
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	-
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>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XVII.1	<b>Are there any other local requirements for the validity on an award?</b>	No	-
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	N/A	-