

IBA ARBITRATION COMMITTEE
RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS
SUBCOMMITTEE

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

UKRAINE

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* - answer is conditional. Clarifications added in the additional comments section

Name of the Country (Ukraine)			
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 Law of Ukraine "On International Commercial Arbitration" (LICA) is based on the 1985 UNCITRAL Model Law (UML) with several differences.
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*	*There is no explicit requirement in the LICA.

			<p>With respect to arbitration under the Rules of the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (ICAC) (which is the only arbitration institution dealing with international commercial arbitration in Ukraine), the award must contain substantiation of the ICAC tribunal's competence (<i>Art 60(6)(7) ICAC Rules</i>).</p> <p>The practice of the ICAC tribunals is to cite the agreement to arbitrate in the award.</p>
I.2.b	Does the agreement to arbitrate must be attached to the award?	NO	<p>According to the Civil Procedure Code of Ukraine (CPC), in the setting aside proceedings (<i>Art 455(4)(2) CPC</i>) and proceedings on recognition and enforcement of arbitral awards (<i>Art 476(4)(2) CPC</i>), the agreement to arbitrate shall be submitted to the court as a separate document, in addition to the award.</p>
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?	YES	<p>A decision of the arbitral tribunal dealing with procedural matters only does not constitute the arbitral award (<i>Art 29 LICA, Art 43 ICAC Rules</i>).</p>

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	A decision of the arbitral tribunal on procedural issues shall be rendered in form of a ruling (<i>Art 43(5) ICAC Rules</i>).
I.4	Does the award must comply with certain minimal formal requirements?	YES	<p>The minimal formal requirements to the award in the LICA are as follows (<i>Art 31 LICA</i>):</p> <p>(i) The award must be in writing and signed by the arbitrator or arbitrators. In arbitration proceedings with more than one arbitrator, the signatures of the majority of the arbitral tribunal shall suffice, provided the reason for any omitted signature is stated.</p> <p>(ii) The award must state reasons upon which it is based, conclusion on granting/rejection of the claims, amount of the arbitration fee and expenses and their distribution as between the parties.</p> <p>(iii) The award must state its date and the place of arbitration.</p> <p>The minimal formal requirements to the award under the ICAC Rules are as follows (<i>Art 60(6) ICAC Rules</i>):</p> <p>The award must be in writing and shall be signed by all members of the arbitral tribunal.</p> <p>The award must contain:</p> <p>– name of the ICAC,</p>

		<ul style="list-style-type: none"> - case registration number, - place of arbitration, - date of the award, - composition of the arbitral tribunal and procedure for its constitution; - names of the parties and other persons participating in the proceedings, - substantiation of the ICAC competence, - subject matter of the dispute and summary of the facts of the case; - reasons for the award; - conclusion on granting or dismissal of the claim; - arbitration fees and costs, their apportionment as between the parties.
I.4.a	<p>If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?</p>	<p>YES*</p> <p>*There is no requirement in the LICA for the award to be an authenticated original award as a condition for its validity.</p> <p>However, in the setting aside proceedings (<i>Article 455(4) CPC</i>) and proceedings on recognition and enforcement of arbitral awards (<i>Article 35(2) LICA, Article 476(3) CPC</i>), a party must submit to the court the “duly authenticated original award”.</p> <p>There is no explanation in the CPC or in the LICA what constitutes the “duly authenticated original award”.</p> <p>The Supreme Court (Case No 519/15/17, Resolution dated 27 June 2018) explained that the duly authenticated original award</p>

			<p>must be “certified by a person authorized in accordance with the arbitration rules and other regulations to certify the original of the arbitral award, in particular by the general secretary of the arbitration institution”.</p> <p>The ICAC Rules do not contain specific requirements as to the authentication of the original arbitral award.</p> <p>The practice of the ICAC is to bind the award, which is then signed and stamped by the ICAC Secretary General on the back of its last page with the ICAC seal (to make sure that no pages are subsequently removed from or added to the award).</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 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 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 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	See above.
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*	<p>*There is no such provision in the LICA. The LICA only requires the award to state the date of the award.</p> <p>However, there are relevant provisions in the ICAC Rules:</p> <ul style="list-style-type: none"> – The date of award is determined as of the day when the last of the

			<p>arbitrators signs the award (<i>Art 60(8) ICAC Rules</i>)</p> <p>– In case of absence of one of the arbitrator’s signature, the date of the award is determined as of the day when the ICAC President certifies this fact (<i>Art 60(5) ICAC Rules</i>).</p>
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	NO	See 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?	NO	See above.
I.5	Are partial awards permitted?	YES	<p>Ukrainian courts recognise and enforce partial arbitral awards.</p> <p>The ICAC Rules also permit partial awards, which are referred to as “separate arbitral award” in the English version of the ICAC Rules (<i>Art 62 ICAC Rules</i>).</p>
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 issue is not explicitly regulated by the LICA.</p> <p>According to the ICAC Rules, a partial award may be issued in respect of a separate issue or a part of claims if the arbitral tribunal finds it appropriate taking into account the circumstances of a case, including in case of partial acknowledgment of a party’s claim (<i>Art 62 ICAC Rules</i>).</p>
I.6	Are rectificative or interpretative additional awards permitted?	YES	According to the LICA, the arbitral tribunal has the power to issue the following

			<p>after the final award is rendered (<i>Art 33 LICA</i>):</p> <p>(i) correction to the final award,</p> <p>(ii) interpretation of the final award, and</p> <p>(iii) additional award.</p> <p>Therefore, correction and interpretation of the final awards are distinguished from additional awards.</p> <p>Additional awards are only issued with respect to the claims presented in the arbitration proceedings but omitted from the final award.</p> <p>Given the above, for the purposes of this section, rectificative additional award means a correction to the final award and the interpretative additional award means an interpretation of the arbitral award.</p>
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	YES	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		<p><i>Deadline for the request under the LICA</i></p> <p>1. Rectificative additional award may be requested by any of the parties within 30 days of receipt of the award, unless another period of time has been agreed upon by the parties (<i>Art 33(1) LICA</i>).</p> <p>2. Interpretative additional award may be requested by a party, if so agreed by the parties, within 30 days of receipt of the award, unless</p>

			<p>another period of time has been agreed upon by the parties (<i>Art 33(1) LICA</i>).</p> <p><i>Deadline for the request under the ICAC Rules</i></p> <p>1. Rectificative additional award may be requested by any of the parties within a reasonable time following the receipt of the award (<i>Art 64(1) ICAC Rules</i>).</p> <p>2. Interpretative additional award may be requested by a party, if so agreed by the parties, within 30 days following the receipt of the award (<i>Art 64(2) ICAC Rules</i>).</p> <p><i>Deadline for correction and interpretation</i></p> <p>1. Rectificative and interpretative additional awards must be made within 30 days following the receipt of the request (<i>Art 33(1) LICA, Art 64(1)(2) ICAC Rules</i>).</p> <p>2. The arbitral tribunal may make rectificative additional award upon its own initiative within 30 days of the date of the award (<i>Art 33(2) LICA</i>).</p>
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	YES	
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?		Rectificative award is issued to correct in the award any errors in computation, any clerical or typographical

			<p>errors or any errors of similar nature (<i>Art 33(1) LICA</i>).</p> <p>The ICAC Rules contain the same grounds for the rectificative award (<i>Art 64(1) ICAC Rules</i>).</p>
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?		<p>Under general rule, interpretation of a specific point or part of the award shall be made if the arbitral tribunal considers the request for such interpretation justified (<i>Art 33(1) LICA</i>).</p> <p>The arbitral tribunal therefore shall decide on this issue on a case by case basis depending on the circumstances.</p>
I.7	Are interim or preliminary awards permitted?	YES	<p>Ukrainian law and court practice do not explicitly differentiate between interim and preliminary awards issued in proceedings with the place of arbitration in Ukraine.</p> <p>In general, however, the arbitral tribunal is permitted by the LICA to render interim and preliminary awards, which do not constitute the final award, and which do not terminate the arbitral proceedings (<i>Art 31, 32(1) LICA</i>).</p> <p>The LICA also expressly regulates preliminary decision on the issue of jurisdiction (<i>Art 16 LICA</i>), which if positive may be challenged under a separate procedure.</p> <p>Therefore, the arbitral tribunal may issue preliminary award</p>

			<p>confirming its jurisdiction which is subject to separate challenge procedure.</p> <p>Decision of the arbitral tribunal on the absence of its jurisdiction shall constitute a final award.</p>
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	YES*	*See above. Although this issue is not directly regulated, the arbitral tribunal is permitted to issue the awards, which do not end the arbitration proceedings, and therefore do not constitute a final award.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	YES*	*See above. Although this issue is not directly regulated, the arbitral tribunal is permitted to issue the awards, which do not end the arbitration proceedings and therefore do not constitute a final award.
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*	*See above. Although this issue is not directly regulated, the arbitral tribunal is permitted to issue the awards, which do not end the arbitration proceedings and therefore do not constitute a final award.
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*	*Given that interim or preliminary award does not end the arbitration proceedings (see above), the possibility of its stand-alone enforcement is doubtful

			from the Ukrainian law perspective.
I.8	Are awards by consent accepted?	YES	Awards by consent are directly accepted by the LICA (<i>Art 30 LICA</i>) and by the ICAC Rules (<i>Art 61 ICAC Rules</i>).
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	YES	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.		<p>The LICA and the ICAC Rules provide for the same requirements to the awards by consent (<i>Art 30 LICA, Art 61 ICAC Rules</i>):</p> <p>(i) The parties shall submit their request for the award by consent,</p> <p>(ii) The arbitral tribunal shall have no objections with respect to such request,</p> <p>(iii) The award by consent shall comply with the requirements to the final award.</p>
I.9	Are default awards accepted?	YES	<p>The arbitral tribunal is allowed to issue the award in the following instances (<i>Art 25 LICA</i>):</p> <p>(i) the respondent fails to communicate his statement of defence;</p> <p>(ii) any party fails to appear at a hearing or produce documentary evidence.</p> <p>According to the ICAC Rules, failure of a respondent to file a statement of defense or failure of either parties to appear at the hearing or</p>

			produce documentary evidence does not preclude the arbitral tribunal from making the award on evidence before it (<i>Art 49 ICAC Rules</i>).
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	Default awards shall be subject to the same requirements as final awards.
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	Default awards shall be subject to the same requirements as final awards.
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?	YES	<p>General notification requirements provided in Art 3 LICA apply, which are verbatim adoption of the requirements in Art 3 of the UML.</p> <p>The ICAC Rules further provide that the statement of claim, the statement of defense, additional submissions of documents, the notice of the hearing, the arbitral award, orders or rulings shall be sent to the party by registered mail with an advice of delivery or by courier mail, as well as may be handed over personally to the representative of a party against receipt (<i>Art 11(4) ICAC Rules</i>). Other communications may be made by ordinary mail, by facsimile message, wire, e-mail, or otherwise, provided that a record is made of the</p>

			communication sent or the documents receipt by the representative of the party.
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?	NO*	<p>*Ukrainian law does not expressly regulate this matter.</p> <p>The practice of the ICAC tribunals is to document the efforts made to notify the absent party directly in the award.</p> <p>It should be noted however that under the ICAC Rules (e.g. Art 11(3), Art 48(1) ICAC Rules) it is the ICAC Secretariat that ensures dispatch of the documents and correspondence to the parties. The arbitral tribunal will also postpone a hearing in case of non-appearance of the respondent, if there is no confirmation that a notice of a hearing was delivered to him (Art 57 ICAC Rules).</p> <p>If requested by court, the ICAC may also confirm due notification of the absent party by issuing a separate certificate.</p>
I.10	Is there a time limit requirement to render the award?	NO*	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		<p>*The LICA does not specify the time limit for rendering the award.</p> <p>However, if the arbitration is conducted under the ICAC Rules, the time limits are as follows:</p> <p>1. For expedited proceedings – 20 days from the date of completion of the hearing with possibility of</p>

			<p>extension (<i>Art 45 ICAC Rules</i>).</p> <p>2. For general proceedings – 30 days from the of completion of the hearing with extension possible in exceptional cases (<i>Art 60(3) ICAC Rules</i>).</p> <p>The ICAC Rules do not limit duration of extensions.</p> <p>However, it is the practice of the ICAC that the award is issued within two months from the completion of the hearing.</p>
I.11	Are arbitrators required to meet certain qualifications?	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.		A requirement to meet certain qualifications may only be established by the agreement of the parties (<i>Art 11(5) LICA</i>).
II. Language		(Yes/ No /NA)	Additional comments, if any.
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	YES	The language of the arbitral proceedings shall apply to any award, rulings, order and decision or other communication by the arbitral tribunal (<i>Art 22(1) LICA, Art 40(2) ICAC Rules</i>).
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	<p>The LICA provides that the parties may agree on or the arbitral tribunal may determine several languages to be used in the proceedings (<i>Art 22(1) LICA</i>).</p> <p>In this case, given the general rule that such</p>

			agreement or determination apply to any award, the award shall be issued in all languages.
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?	NA	
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?	NA	
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?	NA	
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?	NA	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	NO*	<p>*The language of the award is determined by the language of the arbitral proceedings (<i>Art 22(1) LICA</i>).</p> <p>Failing the relevant agreement of the parties, the language of the arbitral proceedings is determined by the arbitral tribunal.</p> <p>The LICA does not specify the circumstances that must be taken into consideration by the arbitral tribunal in order to determine the language of the arbitral proceedings.</p> <p>In case of the ICAC proceedings, the language at the preliminary stage is determined by the ICAC Secretary General in light of language of the contract, language of the parties' correspondence, parties'</p>

			<p>location and other circumstances.</p> <p>The language of the arbitral proceedings is finally decided by the arbitral tribunal based on parties' positions and any other circumstances related to the case (<i>Art 40 ICAC Rules</i>).</p> <p>The ICAC practice is to take into account the following considerations:</p> <p>(i) language of the contract;</p> <p>(ii) language of the parties' submissions (e.g. where the claimant files a statement of claim in one language and the respondent does not object).</p>
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?	NO*	<p>*The LICA does not contain such a requirement.</p> <p>The practice of the ICAC tribunals is that arbitrators do not have to understand <i>all</i> languages, as long as they understand <i>one</i> language, in which the award is rendered.</p> <p>Also, the ICAC Rules provide that if a party appointed an arbitrator who does not have command of the language of arbitration, the costs for translation of documents for this arbitrator and the costs for an interpreter for this arbitrator shall be borne a party that appointed this arbitrator (<i>Art 40(4) ICAC Rules</i>).</p>
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NO*	<p>*As noted above, the language of the award is</p>

			<p>determined by the language of the arbitral proceedings.</p> <p>Failing the relevant agreement of the parties, the language of the arbitral proceedings is determined by the arbitral tribunal.</p> <p>In this case, the arbitral tribunal may take into account the appropriate link of the language to the dispute.</p>
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	NO*	Ditto
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NO*	Ditto
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	NO*	Ditto
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	NO*	Ditto
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	NO*	<p>*Ukrainian law does not expressly regulate this matter.</p> <p>As explained above, the language of the award is determined by the language of the arbitral proceedings (as agreed by the parties or determined by the arbitral tribunal).</p> <p>In the ICAC proceedings, if there are several languages of the arbitral proceedings:</p> <p>(i) the parties may be ordered to submit any statement and documentary evidence together with a translation into the language</p>

			<p>or languages agreed upon by the parties,</p> <p>(ii) there shall be several awards rendered in each language of the arbitral proceedings.</p>
II.3.a	<p>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?</p>	YES*	<p>*Ukrainian law does not expressly regulate this matter. However, according to the LICA, the language of the arbitral proceedings shall apply to any award, rulings, order and decision or other communication by the arbitral tribunal (<i>Art 22(1) LICA</i>).</p> <p>In customary practice, the award should be in one language, including quotes etc.</p> <p>Arbitrator is generally responsible for making award in language chosen by parties.</p> <p>If a party-appointed arbitrator does not have a command of language of the arbitration, then the costs of translation and interpretation shall be borne by the party that appointed this arbitrator (<i>Art 40(4) ICAC Rules</i>).</p>
II.3.b	<p>If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?</p>	NA	
II.3.c	<p>If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?</p>	NA	
II.3.d	<p>If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?</p>	NA	

II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text (<i>ie.</i> sworn translator)?	NA	
III. Signature, date and place		(Yes/ No /NA)	Additional comments, if any.
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	YES*	*Ukrainian law does not expressly permit the arbitrator to sign the arbitral award by the electronic signature. The practice of the ICAC tribunals is that the award must always bear arbitrator's actual signature.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	NA	
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	NO	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	YES	The award will be valid with the signature of the majority of the arbitrators provided the reason for any omitted signature is stated (<i>Art 31(1) LICA</i>).

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	<p>The award will be valid with the signature of the majority of the arbitrators provided the reason for any omitted signature is stated (<i>Art 31(1) LICA</i>).</p> <p>In case of the ICAC tribunals, circumstances specifying the reasons for the omitted signature shall be certified by the ICAC President (<i>Art 60 ICAC Rules</i>).</p>
III.3	In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?	YES	As a general rule, all arbitrators must sign the award (<i>Art 31(1) LICA</i>).
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	<p>Ukrainian law does not contain such requirement.</p> <p>The practice of the ICAC tribunals is to add a note that dissenting opinion is made by an arbitrator along with the signature of this arbitrator on the execution page of the award.</p>
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	NO	<p>Ukrainian law does not contain such requirement.</p> <p>The practice of the ICAC tribunals is that the non-dissenting arbitrators do not analyse the dissenting opinion.</p>
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	YES	<p>The award will be valid with the signature of the majority of the arbitrators provided the reason for any omitted signature is stated (<i>Art 31(1) LICA</i>).</p> <p>In case of the ICAC tribunals, circumstances</p>

			specifying the reasons for the omitted signature shall be certified by the ICAC President (<i>Art 60 ICAC Rules</i>).
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	<i>Ditto</i>
III.5	Is initialing of all the pages of the award required?	NO	Ukrainian law does not contain such requirement. The practice of the ICAC tribunals is to sign only the last page of the award. The award is then bound by the ICAC Secretary General, who signs and stamps with the ICAC seal the back of the last page of the award (to make sure that no pages are subsequently removed from or added to the award).
III.5.a	If your answer to question <u>III.5</u> is yes, is initialing 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 initialing of all the pages permitted?	YES	.
III.6	In case of a dissenting opinion by one of the arbitrators, is initialing of all the pages required by the dissenting arbitrator?	NO	See comments to question III.5 above.
III.6.a	If your answer to question <u>III.6</u> is no, is initialing of the award by the dissenting arbitrator permitted?	YES	
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	NO	The award is deemed to have been made at the place of arbitration irrespective of the place where the award

			<p>was physically signed (<i>Art 31(3) LICA</i>).</p> <p>The practice of the ICAC tribunals is that each arbitrator signs the award in necessary counterparts at his/her location and then dispatches the signed award to the next arbitrator. The last signing arbitrator dispatches the signed award to the ICAC.</p>
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	<i>Ditto</i>
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)?	NO	<i>Ditto</i>
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	See comment above.
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	As noted above, the award is deemed to have been made at the place of arbitration irrespective of the place where the award was physically signed (<i>Art 31(3) LICA</i>).
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	NO	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	NA	
III.9	Is it required for the arbitral award to bear the date?	YES	The award must indicate the date of the award (<i>Art 31(3) LICA, Art 60(6)(4) ICAC Rules</i>).
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	NO	There is no such requirement in the Ukrainian law.

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*	<p>*There is no such requirement in the Ukrainian law.</p> <p>In case of the ICAC arbitration, the date of award is determined as of the day when the last of the arbitrators signs the award (<i>Art 60(8) ICAC Rules</i>)</p> <p>In case of lack of one of the arbitrator's signature, the date of the award is determined as of the day when the ICAC President certifies this fact (<i>Art 60(5) ICAC Rules</i>).</p>
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	<p>As noted above, there is no requirement in the Ukrainian law for the arbitrator to state the date when he/she signed the award.</p> <p>However, when the place of arbitral proceeding is in Ukraine, it is expected that date format accepted in Ukraine is used, i.e. Day/Month/Year (29 October 2019 or 29.10.2019).</p>
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	<i>Ditto</i>
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	<i>Ditto</i>
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	<i>Ditto</i>

III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	<i>Ditto</i>
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)?	NA	<i>Ditto</i>
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	<i>Ditto</i>
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)?	NA	<i>Ditto</i>
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	NO*	<p>*Ukrainian law does not expressly regulate this matter.</p> <p>The ICAC does not approve the award but the ICAC Secretary General reviews and approves the draft of the award before its signing by the arbitrators. The task of the ICAC Secretary General is, without prejudice to the independence of the arbitral tribunal in making an award, draw attention of the arbitral tribunal to any identified non-compliance of the draft arbitral award with the requirements of the ICAC Rules, including in relation to the form of the arbitral award, errors, omissions or typos (<i>Art 60(7) ICAC Rules</i>).</p>
III.11	Are the arbitrators free to choose the date in which their award will become effective?	NO*	<p>*Ukrainian law does not expressly permit this.</p> <p>In arbitration under the ICAC Rules, the award shall be final and binding on the parties from the date of its rendering (<i>Art 66(1) ICAC Rules</i>), which is the date of the last signature of an arbitrator in the arbitral</p>

			tribunal (<i>Art 60(8) ICAC Rules</i>).
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?	NO*	*See comments to question 1.4.f.
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.		See comments to question 1.4.f.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	YES	
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	NA	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	NA	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	NO	The ICAC awards are stamped by the ICAC stamp at the place of arbitrator's signature. In addition, the award is bound by the ICAC Secretary General, who signs and stamps with the ICAC seal the back of the last page of the award (to make sure that no pages are subsequently removed from or added to the award).
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	<i>Ditto</i>
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	<i>Ditto</i>

III.14	Are arbitrators or the arbitral institution required to bind the award?	NO*	*Ukrainian law does not expressly regulate this matter. The practice of the ICAC is to bind the award, which is then signed and stamped on the back of the last page with the ICAC seal by the ICAC Secretary General (to make sure that no pages are subsequently removed from or added to 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.)?	NA	<i>Ditto</i>
IV. Notification of the award		(Yes/ No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	NO*	*There are no specific requirements in the law (<i>Art 31(4) LICA</i>). In the ICAC proceedings, the award shall be sent to the party by registered mail with an advice of delivery or by courier mail, as well as may be handed over to the representative of a party against receipt (<i>Art 11 ICAC Rules</i>). It is the ICAC's practice to hand over the award only to representatives of a party, who have previously participated in the hearing in the relevant case.
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NA	

IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	YES	The ICAC Secretariat shall forward the award to the parties after the award has been signed by the arbitral tribunal (<i>Art 63 ICAC Rules</i>).
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	NO*	*Ukrainian law does not expressly regulate this matter. The only requirement is that after the award is made an original version of the award signed by the arbitrators shall be delivered to each party.
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	YES	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	NO	In the ICAC proceedings, The ICAC Secretariat is responsible for the notification of the award to the parties after the award has been signed by the arbitral tribunal (<i>Art 63 ICAC Rules</i>).
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?	NO	
IV.5	Is it required to provide each of the parties with an original version of the award?	YES	This is a requirement of both the LICA (<i>Art 31 LICA</i>) and the ICAC Rules (<i>Art 60(4) ICAC Rules</i>). The original version of the award is also necessary for recognition and enforcement of the award (<i>Art 476(4)(1) CPC Ukraine</i>) and procedure of its setting aside in Ukraine

			(Art 455(4)(1) CPC Ukraine).
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	Each party shall be provided with the original version of the award (Art 31(4) LICA).
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?	YES*	*Please see comments to question 1.4.a. above.
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	NO	There is no such requirement in the Ukrainian law. The ICAC practice is to keep the original award in the case file for 10 years after the date of the award (Art 70 ICAC Rules). The practice of the ICAC tribunals is that each arbitrator signs the award in necessary counterparts at his/her location and then dispatches the signed award to the next arbitrator. The last signing arbitrator dispatches the signed award to the ICAC.
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	<i>Ditto</i>
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	<i>Ditto</i>
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	NO	There is no requirement in the Ukrainian law for arbitrators or arbitral institution to provide an original version of the award to the Ukrainian courts.

			The only instance in which the Ukrainian courts shall be provided with the original version of the award is in the context of either setting aside or recognition and enforcement proceedings in respect of such arbitral award initiated by one of the parties to the arbitration (<i>Art 455(4)(1), Art 476(4)(1) CPC</i>).
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	NA	
IV.8	Is it required for the notification of the award to be made by international courier?	NO	Ukrainian law does not contain such a requirement. However, the usual practice of the ICAC is to notify the award by DHL.
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	<i>Ditto</i>
IV.9	Is it required for the notification of the award to be made by public postal services?	NO	Ukrainian law does not contain such a requirement. In the ICAC proceedings, one of the methods for the

			notification of the award is the dispatch thereof by registered mail with advice of delivery.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	YES	<i>Ditto</i>
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	NO	According to the LICA, the award shall be delivered to each party (<i>Art 31(4) LICA</i>).
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	<p>The LICA does not prohibit the parties from picking up the award personally.</p> <p>In the ICAC proceedings, one of the methods of notification of the award is to hand it over to the representative of a party against receipt (<i>Art 11 ICAC Rules</i>).</p> <p>It is the ICAC practice to hand over award only to representative of a party that previously participated in the hearing in the relevant case.</p>
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	YES*	<p>*There is no express requirement that the arbitrator shall assist the parties with the formalities that may be needed to ensure enforcement of the award.</p> <p>However, in the setting aside proceeding, the court may suspend the proceedings at a party's</p>

			request in order to give the arbitral tribunal an opportunity to renew the arbitration proceedings or take other measures at the arbitral tribunal's discretion to eliminate grounds for setting aside of the award (<i>Art 457 CPC</i>).
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> ?	NO	
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.		<i>Ditto</i>
IV.12	Is there any time limit established for notification purposes?	NO	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	NA	
IV. 12	Are there any additional specific local requirements for the notification of the award?	NO	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	
V. Confidentiality		(Yes/ No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	YES*	<p>*Ukrainian law does not explicitly prohibit the arbitrators to share the draft award with the parties. However, such behaviour may be considered as violation of the arbitrators' duties to be independent and impartial throughout the arbitration proceedings.</p> <p>In the ICAC proceeding, the arbitrator shall not be entitled to advise either party on the</p>

			<p>dispute or the outcome of the arbitral proceedings, as well as to give any public statements on the course of the proceedings (<i>Art 32(1) ICAC Rules</i>).</p> <p>The ICAC Rules only establish the procedure of provision of the draft award to the Secretary General of the ICAC, who may draw attention of the arbitral tribunal to any non-compliance of the draft award with the ICAC Rules (<i>Art 60(7) ICAC Rules</i>).</p> <p>Otherwise, the consideration of cases and other related activities of the ICAC are confidential (<i>Art 68 ICAC Rules</i>).</p> <p>The practice of the ICAC tribunals is not to give the parties an opportunity to review the draft of the award before its signing by the arbitrators.</p>
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	NA	
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	YES	See our comments to question v.1 above.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	NA	
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	NO*	<p>*Ukrainian law does not expressly regulate this matter. The LICA does not contain any confidentiality requirements.</p> <p>In the ICAC proceedings, the consideration of cases and other related activities</p>

			<p>of the ICAC is confidential (<i>Art 68 ICAC Rules</i>).</p> <p>The practice of the ICAC is that the confidentiality obligation is implied for arbitrators and the ICAC in all matters associated with the arbitration proceedings, including with respect to preservation of the confidentiality of the arbitral awards.</p>
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	
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	NO	<p>The LICA does not contain any confidentiality requirements.</p> <p>As noted above in relation to the ICAC proceedings, the responsibility to notify the award to the parties lies with the ICAC Secretariat (<i>Art 63 ICAC Rule</i>).</p>
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	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	NO	<p>As noted with respect to previous questions, the responsibility to notify the award to the parties lies with the ICAC Secretariat (<i>Art 63 ICAC Rule</i>).</p> <p>The ICAC Secretariat will send the award to the party or hand it over personally to</p>

			<p>the representative of a party against receipt.</p> <p>The practice of the ICAC, based on the ICAC Rules, is to maintain correspondence with and notify the award either to the representative of a party present at the hearing or to the representatives of the parties as indicated in the parties' submissions.</p> <p>A person signing the party's submission or attending the hearing shall present documents confirming his/her power to represent the party (<i>e.g. Art 14(4) ICAC Rules</i>).</p>
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	<i>Ditto</i>
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	<i>Ditto</i>
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	NO*	<p>*Ukrainian law does not expressly regulate this matter. The LICA does not contain any confidentiality requirements.</p> <p>As noted above, in the ICAC proceedings the confidentiality obligation is implied for arbitrators and the ICAC in all matters associated with the arbitration proceedings, including with respect to preservation of the confidentiality of the arbitral awards.</p> <p>At the same time, the practice of the ICAC tribunals is not to indicate the confidentiality</p>

			<p>reservations explicitly in the award.</p> <p>In this connection, we also note that there is an opt-out procedure of publication of the ICAC awards and orders in a manner which does not permit identification of the parties of the arbitration based on the decision of the ICAC Presidium. (<i>Art 71 ICAC Rules</i>).</p>
VI. Secretary of the Arbitral Tribunal		(Yes/No/NA)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	YES	<p>There is no prohibition in the LICA as to the involvement of the arbitral tribunal secretary.</p> <p>The ICAC Rules permit assistance by the reporter, who is appointed at the request of the presiding arbitrator or the sole arbitrator from the List of Reporters approved by the ICAC Presidium (<i>Art 10 ICAC Rules</i>).</p>
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	NO	<p>Under the LICA, the decision-making powers are granted to the arbitral tribunal only (<i>e.g. Art 28, 29 LICA</i>).</p> <p>In the ICAC proceedings, the reporter shall not be involved in the arbitral tribunal's decision-making process on the case (<i>Art 10(4) ICAC Rules</i>).</p>
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	<p>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.</p>	<p>As noted above, under the ICAC Rules, the arbitral tribunal may involve the reporter.</p> <p>The functions of the reporter are not explicitly articulated in the ICAC Rules. It is only stated that the reporter shall have requisite knowledge and practical skills in the field of the arbitral proceedings and that the reporter shall be present at the oral hearing and at closed-door session of the arbitral tribunal and shall perform the instructions of the arbitrators.</p> <p>The practice of the ICAC is that the reporter prepares the documents for hearing, drafts structure of the award, as well as procedural history of the arbitration proceedings.</p>
VI.1.d	<p>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>	<p>As noted above, the LICA is silent on arbitral tribunal secretaries.</p> <p>The ICAC Rules contain the following framework provisions on the arbitral tribunal reporters (<i>Art 10 ICAC Rules</i>):</p> <ol style="list-style-type: none"> 1. The reporter is appointed by the President of the ICAC at the request of the presiding arbitrator or the sole arbitrator from the List of Reporters which is approved by the ICAC Presidium. 2. The reporter is required to have the requisite knowledge and practical skills in the field of the arbitral proceedings to be

			<p>included into the List of Reporters.</p> <p>3. The reporter shall be present at the oral hearing of the case and at closed-door sessions of the arbitral tribunal, and also shall carry out the appropriate instructions of the presiding arbitrator or a sole arbitrator related to the arbitral proceedings.</p> <p>4. At any time in the course of the arbitral proceedings, the reporter must be impartial and independent and fulfil his/her functions in good faith. He/she shall not act as a representative of either party.</p> <p>5. The reporter must not inform or advise either party on the dispute or the outcome of the arbitral proceedings, and also must not disclose details on the deliberations at closed-door sessions of the arbitral tribunal.</p> <p>6. The reporter shall not be involved in the arbitral tribunal decision-making process on the case.</p> <p>7. The reporter shall be paid a fee for exercise of his/her functions from the amount of the arbitration fee.</p>
VI.2	<p>Is it required for the award to state the name of the arbitral tribunal secretary?</p>	<p>YES</p>	<p>The practice of the ICAC proceedings is to indicate the name of the reporter on the first page of the award as follows:</p> <p><i>"The reporter on this case is [full name of the reporter]. Appointed in accordance</i></p>

			<i>with Article 10 of the ICAC Rules."</i>
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?	YES	<i>Ditto</i>
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?	NO	
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?	NO	
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	NO	The scope of involvement of the reporter into the drafting of the award is discussed above. The practice of the ICAC tribunals is to indicate only the name and legal basis for appointment of the reporter in the award.
VII. Content of the award		(Yes/ No /NA)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	YES	This is an explicit requirement of both the LICA and the ICAC Rules (<i>Art 31(2) LICA and Art 60(6)(9) ICAC Rules</i>).
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	YES	
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	YES*	*No explicit requirement in the LICA. However, in practice it is presumed that the names of the parties should be indicated in the award. In the ICAC proceedings, the award shall contain the

			names of the parties to dispute and other persons participating in the arbitral proceedings (<i>Art 60(6)(6) ICAC Rules</i>).
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*	*No explicit requirement in the LICA. In the ICAC proceedings, the award shall contain the names of the parties to dispute and other persons participating in the arbitral proceedings (<i>Art 60(6)(6) ICAC Rules</i>).
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*	*No explicit requirement in the LICA. However, in practice it is presumed that the details of the arbitration agreement should be indicated in the award. In the ICAC proceedings, the award shall contain the substantiation of the ICAC competence (<i>Art 60(6)(7) ICAC Rules</i>).
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	The award shall indicate the place of the award (<i>Art 31(3) LICA, Art 60(6)(3) ICAC Rules</i>). Such information will necessarily include information whether the place of arbitration was agreed by the parties or determined by the tribunal.
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	YES	The award shall contain the place of the award (<i>Art 31(3) LICA, Art 60(6)(3) ICAC Rules</i>). Such information will necessarily include information whether the place of arbitration was agreed by the parties or determined by the tribunal.

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	There is no explicit requirement to indicate the law or rules applicable to the arbitration agreement neither in the LICA nor in the ICAC Rules.
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	The award shall state the reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>). .
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?	YES	The award shall state the reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>). Such information will necessarily include information whether the law applicable to the merits of the dispute was agreed by the parties or determined by the tribunal.
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?	YES	The award shall state the reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>). Such information will necessarily include information whether the law applicable to the merits of the dispute was agreed by the parties or determined by the tribunal.
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 contain the substantiation of the ICAC competence (<i>Art 60(6)(7) ICAC Rules</i>) and indicate the place of arbitration (<i>Art</i>

			<i>31(3) LICA, Art 60(6)(3) ICAC Rules).</i>
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*	*No explicit requirement in the LICA. The practice of the ICAC tribunals is to include such information in the award.
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*	*No explicit requirement in the LICA. The practice of the ICAC tribunals is to include such information in the award. Such information will necessarily include information whether the language of the arbitration was agreed by the parties or determined by the tribunal.
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*	No explicit requirement in the LICA. The practice of the ICAC tribunals is to include such information in the award. Such information will necessarily include the information whether the language of the arbitration was agreed by the parties or determined by the tribunal.
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	As noted in question 2.1.a, the award is issued in all the languages and the award notes that these languages are equally authoritative.
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*	No explicit requirement in the LICA to indicate the nationality and contact details of the arbitrators. In the ICAC proceedings, the award shall contain only

			<p>information on the composition of the arbitral tribunal and the procedure of its constitution (<i>Art 60(6)(5) ICAC Rules</i>).</p> <p>The practice of the ICAC tribunals is to indicate only the names of arbitrators.</p> <p>The Recommended List of Arbitrators used by the ICAC commonly indicates information on nationality of arbitrators.</p>
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*	<p>*No explicit requirement in the LICA. However, in practice it is presumed that the details of the appointment of the arbitrators should be indicated in the award.</p> <p>In the ICAC proceedings, the award shall contain information on the composition of the arbitral tribunal and the procedure of its constitution (<i>Art 60(6)(5) ICAC Rules</i>).</p>
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?	YES*	<p>*No explicit requirement in the LICA.</p> <p>In the ICAC proceedings, the award shall contain the case registration number (<i>Art 60(6)(2) ICAC Rules</i>).</p>
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*	<p>*No explicit requirement in the LICA, although the award shall state the reasons upon which it is based. Such reasons may involve analysis of the events that led to the dispute.</p> <p>In the ICAC proceedings, the award shall contain the subject matter of the dispute and a summary of the</p>

			<p>circumstances of the case (<i>Art 60(6)(8) ICAC Rules</i>).</p> <p>The practice of the ICAC tribunals is to indicate this information.</p>
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*	<p>*No explicit requirement in the LICA.</p> <p>In the ICAC proceedings, the award shall contain the procedure of constitution of the arbitral tribunal only (<i>Art 60(6) ICAC Rules</i>).</p> <p>The practice of the ICAC tribunals is however to indicate the detailed description of the principal chronology of the proceedings (see same comments to question VII.3).</p>
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	<p>No explicit requirement in the LICA and in the ICAC Rules.</p> <p>The practice of the ICAC tribunals is not to indicate this information.</p>
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	<p>No explicit requirement in the LICA and in the ICAC Rules.</p> <p>The practice of the ICAC is to issue a separate certificate, which reflects all the extensions granted. Such certificate, if requested, is usually provided to the parties together with the original of the award.</p>
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*	<p>*No explicit requirement in the LICA and in the ICAC Rules.</p>

			The practice of the ICAC tribunals is to indicate this information.
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	No explicit requirement in the LICA and in the ICAC Rules.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	NA	
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	NO*	*No explicit requirement in the LICA. In the ICAC proceedings, the award shall contain the procedure of constitution of the arbitral tribunal only (<i>Art 60(6) ICAC Rules</i>). The practice of the ICAC tribunals is however to indicate the detailed description of the procedural history.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	YES*	*See comments to question VII.2.c.
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?	NO*	*As noted above, the practice of the ICAC tribunals is to indicate the detailed description of the procedural history, but the arbitrator defines extent of detailisation in the award.
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?	YES	The award shall contain the procedure of constitution of the arbitral tribunal (<i>Art 60(6) ICAC Rules</i>).

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?	NO*	*As noted above, the practice of the ICAC tribunals is to indicate the detailed description of the procedural history, but the arbitrator defines extent of detailisation in the award.
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?	NO*	*As noted above, the practice of the ICAC tribunals is to indicate the detailed description of the procedural history, but the arbitrator defines extent of detailisation in the award.
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?	NO*	*As noted above, the practice of the ICAC tribunals is to indicate the detailed description of the procedural history, but the arbitrator defines extent of detailisation in the award.
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	NO*	*No explicit requirement in the LICA. The practice of the ICAC tribunals is to make reference to the preceding award.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	NA	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	NA	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NA	

VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	YES*	*No explicit requirement in the LICA. In the ICAC proceedings, the award shall contain the substantiation of the ICAC competence (<i>Art 60(6)(7) ICAC Rules</i>).
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*	*In the ICAC proceedings, the award shall contain the substantiation of the ICAC competence (<i>Art 60(6)(7) ICAC Rules</i>). Such information will necessarily include information on the objections of the parties to the jurisdiction of the arbitral tribunal.
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*	In the ICAC proceedings, the award shall contain the substantiation of the ICAC competence (<i>Art 60(6)(7) ICAC Rules</i>). Such information will necessarily include information on the objections of the parties to the jurisdiction of the arbitral tribunal, as well as reasoning and resolution of the arbitral tribunal regarding such objections.
VII.6	Is it required for the award to recite the parties' request for relief?	YES	The LICA and the ICAC Rules require the award to include conclusion on granting/rejection of the claims (<i>Art 31(2) LICA; Art 60(6)(10) ICAC Rules</i>).

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	<i>Ditto</i>
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	NO	The requirements contained in the LICA and in the ICAC Rules concerns only the request for relief. Please see comments to questions vii.6 above.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	NA	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	YES	<p>The award shall contain reasons upon which it is bases (<i>Art 31(2) LICA</i>).</p> <p>In the ICAC proceedings, the award shall contain the subject matter of the dispute and a summary of circumstances of the case (<i>Art 60(6)(8) ICAC Rules</i>).</p> <p>The practice of the ICAC Tribunals is to indicate detailed description of all relevant facts. Each arbitral tribunal shall decide on a case by case basis extent of detalisation.</p>
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	<p>The award shall contain reasons upon which it is based (<i>Art 31(2) LICA</i>).</p> <p>In the ICAC proceedings, the award shall contain the subject matter of the dispute and a summary of circumstances of the case (<i>Art 60(6)(8) ICAC Rules</i>), as well as reasons for the award (<i>Art 60(6)(9) ICAC Rules</i>).</p>

			The above information will necessarily include information whether the relevant facts are agreed or disputed.
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	YES	<p>The award shall contain reasons upon which it is based (<i>Art 31(2) LICA</i>).</p> <p>In the ICAC proceedings, the award shall contain the subject matter of the dispute and a summary of circumstances of the case (<i>Art 60(6)(8) ICAC Rules</i>), as well as reasons for the award (<i>Art 60(6)(9) ICAC Rules</i>).</p> <p>The above information will necessarily include information whether the relevant facts are agreed or disputed, as well as reasoning and resolution by the arbitral tribunal regarding disputed facts.</p>
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	YES	<p>The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>).</p> <p>Reasons of the award will necessarily include information on the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions.</p>
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	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?	YES	The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>). Reasons of the award will necessarily include information on the parties' positions with respect to the dispute on the procedural rules.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	YES	The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>). Reasons of the award will necessarily include information on the parties' positions with respect to the dispute on the procedural rules, as well as determination and reasoning of the arbitral tribunal in such regard.
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	YES	The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>). Reasons of the award will necessarily include information on the parties' positions with respect to the dispute on the substantive laws applicable to merits of the case.
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	YES	The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>). Reasons of the award will necessarily include

			information on the parties' positions with respect to the dispute on the substantive laws applicable to merits of the case, as well as reasoning and determination by the arbitral tribunal in such regard.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	NO	
VII.14.a	If your answer to question VII.14 is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	NO	The Law of Ukraine "On Prevention and Counteraction to the Legalisation (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction" dated 14.10.2014 No 1702-VII contains a list of persons having obligations under this Law to comply with anti-money laundering requirements in their professional activities. The arbitrators are not included into this list.
VII.15.a	If your answer to question VII.15 is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
VIII. Reasoning and findings		(Yes/ No /NA)	Additional comments, if any.
VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	YES	The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>).

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.	NA	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	NA	
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	YES*	<p>*The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>).</p> <p>Reasons of the award will necessarily include details on the parties' main arguments on each relevant issue.</p> <p>Albeit each arbitral tribunal shall decide on a case by case basis the extent of detailisation.</p>
VIII.3	Is it permitted for the award to be issued without reasons?	NO	
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	YES	The arbitral tribunal is permitted to issue an <i>ex aequo et bono</i> award (<i>Art 28(3) LICA, Art 41(3) ICAC Rules</i>) provided the parties expressly authorise it to do so.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	NO	<p>No explicit requirement in the LICA.</p> <p>In customary practice, the arbitrators do not cite / rely on additional legal provisions or judicial precedents on the pains of acting <i>ultra vires</i>.</p>

			<p>This practice is in line with principles embodied in the LICA and the ICAC Rules:</p> <ul style="list-style-type: none"> ▪ principle of equality of parties (<i>Art 18 LICA</i>); ▪ principle of review on the basis of submitted case materials (<i>Art 24 LICA</i>); ▪ non ultra petita principle (<i>Art 36(1) ICAC Rules</i>).
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> ?	NA	
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?	NA	
IX. Operative part (<i>dispositif</i>)		(Yes/No/NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	YES	The award shall contain reasons upon which it is based (<i>Art 31(2) LICA, Art 60(6)(9) ICAC Rules</i>), as well as conclusion on granting/rejection of the claims.
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*	<p>*The practice of the ICAC tribunals is to preface the operative part with specific introductory language referring to the relevant contracts, legal provisions (including the LICA and rules of substantive law based on which the dispute was resolved), as well as the ICAC Rules.</p> <p>The usual introductory language also includes</p>

			words: “ <i>The Arbitral Tribunal resolved:</i> ”
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.		<i>Ditto</i>
IX.2	In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?	NO	The arbitral tribunal shall address each element of the request for relief (<i>Art 31(2) LICA, Art 60(6)(10) ICAC Rules</i>).
IX.3	Are arbitrators allowed to include in the award injunctive relief?	NO	The arbitrators cannot include injunctive relief into the final award. Any injunctive relief granted by the arbitral tribunal has temporary nature and shall be valid until completion of the arbitration proceedings, provided it has not been cancelled earlier (<i>Art 25 ICAC Rules</i>).
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	YES	
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	YES	
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	NO	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
X.	Dissenting and separate opinions	(Yes/ No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	YES	

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?	YES	
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?	NA	
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	NO	The practice of the ICAC tribunals is not to address within their reasoning the dissenting opinion, which is attached separately to the award.
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	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?	NO	<p>The LICA allows the award to be issued based on the majority's determination and does not require the award to indicate grounds based on which the arbitrator disagrees with the majority (<i>Art 29, 31 LICA</i>).</p> <p>It is only required to indicate in the award the grounds due to which the arbitrator does not wish to sign the award (<i>31(1) LICA</i>).</p> <p>The ICAC Rules similarly do not require the disagreeing arbitrator to prepare the dissenting opinion (<i>Art 60(2) ICAC Rules</i>). The practice of the ICAC tribunals is that in such cases the disagreeing arbitrator would normally prepare a dissenting opinion. The ICAC award therefore would normally contain a note "dissenting opinion" next to the signature of the disagreeing arbitrator.</p>

X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	
XI. Reservation of issues		(Yes/ No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	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?	NA	
XII. Style and length		(Yes/ No /NA)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	NO	Ukrainian law does not regulate this matter. There is no established practice as to footnotes and citations. The arbitrators are free to determine the style in which to present the award.
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	Is the arbitral tribunal permitted to indicate post-award interests?	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	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.	NA	

XIII. Award of costs		(Yes/ No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	YES*	*This issue is not regulated in the LICA. In the ICAC proceedings, the arbitral tribunal is required to consider the reasonableness of the costs claimed (<i>Section VIII of Schedule of Arbitration Fees and Costs</i>).
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?	NA	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	NO	
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	YES	In allocating costs, the ICAC arbitral tribunal may take into account the following behaviour of the parties: (i) bad faith behaviour, behaviour violating the provisions of the ICAC Rules or abusing procedural rights (<i>Art 36(4) ICAC Rules</i>), (ii) inappropriate or bad faith acts of the other party, including acts causing unjustified delay in the arbitral proceedings (<i>Article 51 ICAC Rules, Section IX of Schedule of Arbitration Fees and Costs</i>).
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	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	The arbitral tribunal has powers to take into account circumstances of a particular case in order to depart from the general rules of allocation of costs (<i>Section IX of Schedule of Arbitration Fees and Costs</i>).
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	YES	<p>The general rule is that:</p> <p>(i) arbitration fee (including registration fee) is allocated between the parties in proportion to the amount of the granted claims, unless the parties agree otherwise (<i>Section VI of Schedule of Arbitration Fees and Costs</i>),</p> <p>(ii) additional costs of the arbitral proceedings (expenses for expert's examination, translation expenses, travelling expenses of the arbitrators etc.) shall be advanced by the parties and the ICAC Rules do not contain explicit rules for the allocation as between the parties (<i>Section VII of Schedule of Arbitration Fees and Costs</i>). In practice, the ICAC arbitral tribunal may allocate such costs in proportion to the granted claims.</p> <p>(iii) expenses of the parties (i.e. incurred by the parties separately to protect their interest in the proceedings such as travelling expenses, lawyers' fee etc.) may be charged to the unsuccessful party if the arbitral tribunal find these expenses substantiated and reasonable (<i>Section VIII of Schedule of Arbitration Fees and Costs</i>).</p>

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	<i>Ditto</i>
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	YES	<p>According to the ICAC Rules, generally there are four types of costs in the ICAC proceedings (<i>Section I of Schedule of Arbitration Fees and Costs</i>):</p> <p>(i) administrative fee,</p> <p>(ii) arbitration fee,</p> <p>(iii) additional costs of the arbitration proceedings, and</p> <p>(iv) expenses of the party.</p> <p>Arbitral tribunal's costs such as travelling expenses are included into the additional costs of the arbitration proceedings.</p> <p>Institutional costs are included into the arbitration fee.</p> <p>All such costs shall be fully recorded in the award.</p>
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	NA	
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	YES	The general requirement of the LICA is that the award shall contain the amount of the arbitration fee and expenses and their distribution as between the parties (<i>Art 31(2) LICA</i>).
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	NA	

XIII.7	Is it required for the award on costs to be reasoned?	YES	
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	
XIII.8	Are the arbitrators required to use certain size/type of paper?	NO	No explicit requirement in the LICA. The practice of the ICAC tribunals is to use A4 sheets of paper. First page of the ICAC award is presented on the ICAC letterhead.
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	NA	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	NO*	<i>*Ditto</i>
XIV. Structure of the Award		(Yes/No/NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	NO	Ukrainian law does not regulate this matter. The arbitrators are free to define the structure, presentation and extent of detailisation in the award. The practice of the ICAC tribunals is that the award should have the following structure: (i) title of the award, (ii) date of the award and the place of arbitration, (iii) composition of the arbitral tribunal, reporter,

			parties and representatives of the parties, (iv) procedural aspects of the case, including on appointment of the arbitral tribunal, (v) analysis of substantive issues, (vi) costs, (vii) operative part.
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NA	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	NA	
XIV.2	Is there a requirement to follow a specific structure of the award?	NO	<i>Ditto</i>
XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	YES	<i>Ditto</i>
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.		
XIV.3	Is it required to address jurisdiction before substance?	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	Is it required to discuss the merits of the claim before quantum?	NO	
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	YES	
XIV.5	When the resolution of specific issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	NO	

XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	YES	
XV. References to exhibits, authorities and witnesses declarations		(Yes/ No /NA)	Additional comments, if any.
XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	NO	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	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	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	YES	
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	NO	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	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	
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	Is it required to identify in the award all authorities cited during the proceeding?	NO	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	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?	YES	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	NO	
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	YES	
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	NO	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	YES	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	NO	
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	NO*	<p>*No explicit requirement in the LICA.</p> <p>In customary practice, the arbitrators do not cite / rely on additional judicial precedents on the pains of acting <i>ultra vires</i>.</p> <p>This practice is in line with principles outlined in the LICA and the ICAC Rules:</p> <ul style="list-style-type: none"> ▪ principle of equality of parties (<i>Art 18 LICA</i>) ▪ principle of review on the basis of submitted case materials (<i>Art 24 LICA</i>); ▪ non ultra petita principle (<i>Art 36(1) ICAC Rules</i>).
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?	NA	

XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	YES	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	NO	
XV.8	Is it permitted to cite in the award legal authors and doctrine?	YES	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	NO	
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?	NO*	See XV.6 above.
XVI.	Use of annexes and diagrams	(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	YES	For example, dissenting opinion is attached as annex to the award in arbitrations under the ICAC Rules.
XVI.1.a	If your answer to question <u>XVI.1</u> is yes, is it customary?	NO	There is no practice of attaching other documents to the award.
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	YES	In practice, the arbitrator may include tables (e.g. calculation of penalties etc.)
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	YES	
XVI.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	
XVII.	Miscellanea	(Yes/ No /NA)	Additional comments, if any.

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