

IBA ARBITRATION COMMITTEE

**RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS
SUBCOMMITTEE**

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

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SWITZERLAND

*NOTE: The information below is given solely on the presumption that the Swiss *lex arbitri* is applicable, notwithstanding any Arbitration Rules which may also apply and provide further requirements.*

It also only addresses international arbitrations with seat in Switzerland and does not address Swiss domestic arbitrations, to which different a different legal framework applies.

I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	No	The Swiss <i>lex arbitri</i> is Chapter 12 of its Private International Law Act (PILA). It is not based on the UNICTRAL Model Law.
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	According to Swiss case law, an award is a judgment rendered on the basis of an arbitration agreement, by a private tribunal which the parties have entrusted with the task of deciding a dispute of financial interest (Art. 177(1) PILA) and having an international character (Art. 176(1) PILS).

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	<p>This is not an explicit requirement under Art. 189(1) PILA. The latter provides that the award shall be rendered in accordance with the procedure and in the form agreed upon by the parties.</p> <p>As a result, if the parties have agreed that the arbitration agreement should appear in the award, this should be followed. If they have not, this is not a requirement under Chapter 12 PILA.</p>
I.2.b	Does the agreement to arbitrate must be attached to the award?	No	<p>Unless the parties have agreed otherwise (Art. 189(1) PILA), this is not an explicit requirement under Chapter 12 PILA.</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?	No	<p>According to case law and legal writing, final awards may indeed resolve substantive issues, but may also resolve procedural issues, such as the jurisdiction of the arbitral tribunal.</p> <p>Yet purely procedural matters, depending on their nature (e.g. relating to document production, bifurcation of proceedings or extension of time limits), should be resolved by simple procedural orders instead of arbitral awards.</p>

			<p>Contrary to arbitral awards, procedural orders are not binding on the arbitral tribunal and can be revoked or amended at any time if needed.</p> <p>On this topic, see e.g. Kaufmann-Kohler/Rigozzi, International Arbitration, Law and Practice in Switzerland (2015), pp. 387-388.</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?	NA	
I.4	Does the award must comply with certain minimal formal requirements?	Yes	<p>Pursuant to Art. 189(2) PILA, the award must be written, reasoned, dated and signed.</p> <p>In addition, minimal formal requirements may also be provided following an agreement of the parties, whether explicitly or by reference to arbitration rules.</p> <p>For instance, Art. 32 of the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution ("Swiss Rules"), if applicable, also provide that the award shall be made in writing, provide reasons, specify the seat of arbitration, the date on which the award is made and be signed.</p>
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	No	
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	<p>Unless the parties have agreed otherwise (Art. 189(1) PILA). The parties may waive their right to a written award and agree</p>

			that the award shall be rendered orally. Such decision may, however, compromise challenge or enforcement proceedings later on.
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	Unless the parties have agreed otherwise (Art. 189(1) PILA). Yet renouncing a reasoned award may later on compromise challenge or enforcement proceedings. It is very rare in practice for parties to waive reasons.
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?	No	While not a requirement under Chapter 12 PILA, it is common for the award to indicate the seat of arbitration, often due to applicable Arbitration Rules. For instance, Art. 32(4) Swiss Rules, if applicable, explicitly requires such indication.
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	The indication of the date of the award is a specific requirement under Art. 189(2) PILA. The parties may however decide otherwise pursuant to Art. 189(1) PILA. Arbitration rules may also provide such requirement (see e.g. Art. 32(4) Swiss Rules).
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	In practice, yes, but determining the date of the award is a matter for the arbitral tribunal to decide. According to legal scholars, it can either be (i) the date of common signing of the award in the presence of all

			the arbitrators, (ii) the date of the last signature in case the award is signed following the circulation of the document amongst the arbitrators, (iii) the date of execution of the award, (iv) the date on which the voting took place or (v) the date on which the award was sent to the parties.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	NA	
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	NA	
I.5	Are partial awards permitted?	Yes	Art. 188 PILA explicitly provides for this possibility, by stating that unless the parties have agreed otherwise, the arbitral tribunal may render partial awards.
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?		While Chapter 12 PILA does not precisely define what a partial award is, case law and legal scholars provide guidance on the matter. It is generally agreed that a partial award may be issued to terminate a part of the dispute, defined by the parties' requests for relief, while the arbitration continues as to the remaining requests for relief.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	Chapter 12 PILA is silent on the matter, but case law and legal scholars agree that rectificative or interpretative awards are generally admissible.

			Such awards might be admissible following an agreement of the parties in this regard (Art. 182(1) PILA), which may or may not result from the applicable arbitration rules (see, for instance, Art. 35-37 Swiss Rules).
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?	No	<p>The time limit is to be determined by the parties.</p> <p>According to legal scholars, 30 days is the usual time limit due to applicable arbitration rules and/or guidance provided by Swiss domestic arbitration provisions (see Berger/Kellerhals, International and Domestic Arbitration in Switzerland, 3rd ed. (2015), p. 535).</p> <p>If the Swiss Rules are applicable, the arbitral tribunal may, on its own initiative, make corrections to the arbitral award within 30 days after the communication of the award to the parties (Art. 36(2) Swiss Rules). If asked for an interpretation of the award by one of the parties or both of them, the arbitral tribunal shall issue such interpretation within 45 days (Art. 35(2) Swiss Rules). If an additional award regarding "claims presented in the arbitral proceedings but omitted from the award" is submitted, the arbitral tribunal has 60 days to issue such additional award (Art. 37(2) Swiss Rules).</p>
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	NA	

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	If an additional award is issued, the original award stands but is completed by the former, which forms an integral, accessory part of the award (see Berger/Kellerhals, International and Domestic Arbitration in Switzerland, 3 rd ed. (2015), p. 536).
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?		A rectificative award may be issued to rectify the award in relation to errors in computation, any clerical or typographical errors or any errors of similar nature. Arbitration rules usually provide specific guidance in this regard (see for instance Art. 36 Swiss Rules).
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 an interpretative award be issued?		An interpretative award may be issued to remove any uncertainties in the dispositive part of the award (e.g. unclear designation of a party or failure to state currency). Arbitration rules usually provide specific guidance in this regard (see for instance Art. 35 Swiss Rules).
I.7	Are interim or preliminary awards permitted?	Yes	
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	Yes	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Yes	

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	It is the same type of award as the interpreted 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	Contrary to final and partial awards, preliminary awards carry no <i>res judicata</i> effect, but bind the arbitral tribunal until the end of the proceedings.
I.8	Are awards by consent accepted?	Yes	
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	
I.9	Are default awards accepted?	Yes	
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	Yes	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	NA	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	According to legal scholars, the arbitral tribunal must ensure that the defaulting party receives notice of each step of the arbitration.
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	Yes	
I.10	Is there a time limit requirement to render the award?	Yes	

I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		<p>The tribunal arbitral must render the award in accordance with the time limit agreed upon by the parties (189(1) PILA), whether directly or by reference to arbitration rules.</p> <p>If it does not, its jurisdiction might no longer exist, due to the end of its mandate, which could compromise the finality of the award during enforcements proceedings or lead to setting aside proceedings.</p>
I.11	Are arbitrators required to meet certain qualifications?	No	The arbitrators do not have to meet specific qualifications, other than those agreed upon by the parties as the case may be.
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	NA	
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	In principle, the award will be rendered in the language of the proceedings, unless otherwise agreed by the parties pursuant to Art. 182(1)/189(1) PILA.
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>As previously stated, the award has to be rendered in accordance with the agreement of the parties in this regard (189(1) PILA).</p> <p>Absent agreement of the parties, the arbitral tribunal shall decide.</p>

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	Absent an agreement of the parties in this regard, the arbitral tribunal enjoys great freedom in determining the language. This is the case even if the Swiss Rules apply (Art. 17 Swiss Rules). The arbitral tribunal should take into account the position of the parties expressed in this regard, if any, and ideally encourage them to reach an agreement.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	NA	
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	NA	
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	

II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	NA	
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	NA	
II.3	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)?	Yes	In this case, it is however recommended that the parties and the arbitrator define which language prevails in case of uncertainties.
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	NA	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	No	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	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?	No	
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>i.e.</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?	In practice yes	As Chapter 12 PILA is silent on this issue, this depends on the agreement of the parties and/or the

			<p>applicable arbitration rules, if any. For instance, Art. 32(6) of the Swiss Rules provide that "<u>originals</u> of the award signed by the arbitrators shall be communicated by the arbitral tribunal to the parties and to the Secretariat".</p> <p>Specific requirements in this regard may also exist following an agreement of the parties, for instance in the Terms of Reference/specific procedural rules.</p>
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	See III.1.c.
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	<p>Under Swiss law, the signature of the president of the arbitral tribunal is sufficient for the award to be valid (Art. 189(2) PILA).</p> <p>The absence of signature of an award, unless it reveals that an arbitrator has not taken part in the deliberations, is in fact not a ground to set aside an award under Swiss law. In practice, the two majority arbitrators sign the majority award.</p>
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	No	

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	Signing the award does not necessarily imply a ratification of its contents, but indicates that the arbitrator has taken part in the deliberations and votes. In practice, it does not occur.
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	However, in practice the majority arbitrators do.
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	Pursuant to Art. 189(2) PILA, the signature of the president of the arbitral tribunal is sufficient for the award to be valid. In practice, they all sign.
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?	Yes	
III.5	Is initialling of all the pages of the award required?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. Yet specific requirements in this regard may be provided following an agreement of the parties in this regard, for instance in the Terms of Reference/specific procedural rules.
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	NA	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	Unless this is prohibited by an agreement of the parties

			in this regard (which seems unlikely).
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	No	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	Unless this is prohibited by the agreement of the parties in this regard (which seems unlikely).
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No	
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	No	
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?	Yes	
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?	NA	
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	Art. 189(2) PILA explicitly requires the award to be dated, unless the parties have agreed otherwise.
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	Unless specific requirements in this regard exist following an agreement of the parties in this regard, for instance in the Terms of

			Reference/specific procedural rules.
III.9.b	If your answer to question III.9.a is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	No	Determining the date of the award is a decision of the arbitral tribunal. It can either be (i) the date of common signing of the award in the presence of all the arbitrators, (ii) the date of the last signature in case the award is signed following the circulation of the document amongst the arbitrators, (iii) the date of execution of the award, (iv) the date on which the voting took place or (v) the date on which the award was sent to the parties.
III.9.c	If your answer to question III.9.a is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	No	
III.9.d	If your answer to question III.9.c is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	No	
III.9.e	If your answer to question III.9.d is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	No	
III.9.f	If your answer to question III.9.e 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)?	No	Same comment as III.9.c.
III.9.g	If your answer to question III.9.f is no, should the arbitrators choose between the relevant calendar systems?	No	Same comment as III.9.c.
III.9.h	If your answer to question III.9 is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	Same comment as III.9.c.
III.9.i	If your answer to question III.9.h is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	Same comment as III.9.c.

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	Same comment as III.9.c.
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	No	
III.11	Are the arbitrators free to choose the date in which their award will become effective?	No	
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	No	
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.		The date of the award has no impact on the award being effective, as it becomes effective once notified to the parties.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	No	Chapter 12 PILA is silent on the question, but specific requirements in this regard may be provided by the applicable arbitration rules, as the case may be. For instance, Art. 32(4) Swiss Rules, if applicable, explicitly requires the seat of the award to be indicated in the award. In any event, it is common to indicate the seat of arbitration in arbitral awards.
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?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. Specific requirements in this regard may however exist following an agreement of the parties, for instance in the Terms of

			Reference/specific procedural rules.
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?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. Specific requirements in this regard may however exist following an agreement of the parties, for instance in the Terms of Reference/specific procedural rules.
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. Specific requirements in this regard may however exist following an agreement of the parties, for instance in the Terms of Reference/specific procedural rules, which seems rather unlikely.
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. Specific requirements in this regard may however exist following an agreement of the parties, for instance in the Terms of Reference/specific procedural rules.

III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	NA	
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	<p>Chapter 12 PILA is silent on the question, but specific requirements in this regard may be provided by the agreement of the parties and/or the applicable arbitration rules, as the case may be.</p> <p>For instance, Art. 32(6) of the Swiss Rules provide that "originals of the award signed by the arbitrators shall be communicated by the arbitral tribunal to the parties and to the Secretariat. The Secretariat shall retain a copy of the award".</p> <p>In the absence of such requirement, it is for the arbitral tribunal to decide on how to proceed with the notification.</p>
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NA	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	<p>This depends on the relevant institution and applicable arbitration rules.</p> <p>If the Swiss Rules are, however, applicable, the</p>

			award shall be notified to the parties by the arbitral tribunal and not by the Secretariat of the Arbitration Court of the Swiss Chambers' Arbitration Institution ("Secretariat", as per Art. 32(6) Swiss Rules.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	NA	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	Yes/No	This depends on the relevant institution and applicable arbitration rules. If the Swiss Rules are, however, applicable, the award shall be notified to the parties by the arbitral tribunal and not by the Secretariat (Art. 32(6) Swiss Rules).
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?	NA	
IV.5	Is it required to provide each of the parties with an original version of the award?	Yes/No	As Chapter 12 PILA is silent on the question, the answer depends on the agreement of the parties in this regard. If the Swiss Rules are applicable, the arbitrators must indeed provide the parties (and the Secretariat) with an original of the award, as per Art. 32(6) Swiss Rules). In the absence of such requirement, it is for the arbitral tribunal to decide

			on how to proceed with the notification.
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)?	NA	
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?	NA	
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No	Chapter 12 PILA is silent on the question, but specific requirements in this regard may be provided by the agreement of the parties.
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	o	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	While not a requirement under the Swiss <i>lex arbitri</i> , it is possible to deposit the award before the Swiss State courts in order to obtain a certificate of validity of the award (Art. 193(1) and (2) PILA).
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	

IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	The parties should deposit an "executed version" of the award to the State court, which means that the arbitral tribunal is required to provide each party, upon request, with an additional executed copy of the award if said party wishes to deposit it pursuant to Art. 193 PILA.
IV.8	Is it required for the notification of the award to be made by international courier?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. Unless a specific agreement of the parties exist in this regard, it is thus for the arbitral tribunal to determine the appropriate way of notifying the award.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	
IV.9	Is it required for the notification of the award to be made by public postal services?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. Unless a specific agreement of the parties exist in this regard, it is thus for the arbitral tribunal to determine the appropriate way of notifying the award.

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	
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	Chapter 12 PILA is silent on the question. Art. 32(6) of the Swiss Rules, if applicable, entrust the arbitral tribunal with the task of providing an original of the award to the parties. If an agreement is reached with the parties as to the picking up of the award at a specific location, nothing prevents it.
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	Unless there is a contrary agreement of the parties in this regard, nothing prevents it.
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?	No	
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	NA	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	
IV.12	Is there any time limit established for notification purposes?	No	Chapter 12 PILA is silent on the question, and so are the Swiss Rules, if applicable. The award must be notified in accordance

			with the time limit agreed upon by the parties.
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	While Chapter 12 is silent on the matter, confidentiality is considered to be an inherent feature of international arbitration. This applies to the deliberations of the arbitral tribunal. Art. 44(2) Swiss Rules explicitly provides that "The deliberations of the arbitral tribunal are confidential".
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	This forms part of the confidentiality of the deliberations of the arbitral tribunal.
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?	Yes	In addition to the (implied or agreed upon) confidentiality of the

			arbitral proceedings, further confirmation may be found in the applicable arbitration rules (for instance, art. 44 Swiss Rules, if applicable).
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	Yes/No	This depends on the agreement of the parties and the applicable arbitration rules, if any.
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	
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?	Yes, except for ICC Arbitrators	
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?	No	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	Yes, if it is.	Chapter 12 PILA is silent on the question, but confidentiality will usually apply on other bases (see above).

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	The assistance of an arbitral secretary, appointed with the consent of the parties, is common in Switzerland, especially for complex and high stakes disputes.
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	As the arbitrators have the duties to perform their office in person, the arbitral secretary is entrusted with administrative tasks (e.g. review of evidence and of the issues at stake, preparation of communications to the parties, and so on).
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	As long the arbitrators keep the intellectual control over the arbitration (i.e. over the conduct of the proceedings and the outcome of the dispute), the arbitral secretary may assist this regard. On this topic, see e.g. Kaufmann-Kohler/Rigozzi, International Arbitration, Law and Practice in Switzerland (2015), pp. 235-236.
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.		See above VI.1.a.
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.		While Chapter 12 PILA is silent on the matter, arbitration rules may provide some guidance in this regard.

			For instance, Art. 15(1) Swiss Rules explicitly provide the possibility to appoint an arbitral secretary with the consent of the parties. Yet this rule only indicates that the arbitral secretary has the same duties of independence as the arbitrators (Art. 9-11 Swiss Rules), without specifying the scope of his/her work.
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	Although there is no specific requirement in this regard in Chapter 12 PILA (nor, if applicable, in the Swiss Rules), the name of the arbitral secretary will usually be included in the award.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	NA	
VI.3	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	
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	Pursuant to Art. 189(2) PILA, the award must be written, reasoned, dated and signed. Yet, the parties may agree to waive their right to a reasoned award. Such decision may however

			<p>compromise challenge or enforcement proceedings later on.</p> <p>Art. 32(3) Swiss Rules, if applicable, also provide for a reasoned awards unless the parties have agreed otherwise.</p> <p>According to legal writing, it is very rare in practice for parties to waive reasons.</p>
VII.2	<p>Is it mandatory to state within the award additional administrative or procedural issues/information?</p>	No	<p>Apart from the basic requirements of Art. 189(2) PILA (i.e. award must be written, reasoned, dated and signed), Chapter 12 PILA does not contain other requirements as to additional administrative or procedural issues/information. The requirement of Art. 189(2) PILA may in any event be waived by the parties.</p> <p>Yet such requirements may exist following an agreement of the parties or due to applicable arbitration rules.</p> <p>Art. 32(4) Swiss Rules, if applicable, provides that the award must be signed by arbitrators and shall specify the seat of arbitration and the date on which the award was made.</p>
VII.2.a	<p>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?</p>	NA	<p>See above V.II.</p> <p>While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.</p>

VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	NA	See above V.II.
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	NA	See above V.II.
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	NA	See above V.II.
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	See above V.II.
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	See above V.II.
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	NA	See above V.II.
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	NA	See above V.II.
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	NA	See above V.II.

VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	NA	See above V.II.
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	NA	See above V.II.
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so, at least regarding the name and contact details of the arbitrator.

VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so in the procedural history.
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	NA	See above V.II.

			While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
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	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
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	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
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	See above V.II.

VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	NA	See above V.II.
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	NA	See above V.II. While not necessary a requirement under the applicable arbitration rules or the agreement of the parties, it is common for the award to do so.

VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	Yes/No	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), it is not <i>per se</i> a requirement to refer to a prior award, if such exists, subject to an agreement of the parties in this regard.</p> <p>Generally, the arbitrators will however still do so.</p>
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	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>Especially for awards on jurisdiction, one could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the</p>

			<p>parties have waived their rights to a reasoned award.</p> <p>In any event, it is common to include a reference to the arbitration agreement in the arbitral award.</p>
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	NA	
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	NA	
VII.6	Is it required for the award to recite the parties' request for relief?	Yes/No	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.</p> <p>In any event, the parties' requests for relief will in general be included in the arbitral award.</p>
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	NA	See above VII.6.
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	No	Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if

			<p>applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.</p> <p>In any event, a list of issues to be decided by the arbitral tribunal (usually with reference to the Terms of Reference of the arbitration) will in general be included in the arbitral award.</p>
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/N o	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.</p> <p>In any event, the relevant facts of the disputes (or at least, a summary thereof)</p>

			will in general be included in the arbitral award.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	NA	
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	NA	
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/No	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.</p> <p>In any event, the parties' positions with respect to the issues in dispute (or at least, a summary thereof) will in general be included in the arbitral award.</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)?	NA	
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	NA	
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	NA	

VII.10	<p>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?</p>	<p>Yes/N o</p>	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.</p>
VII.11	<p>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?</p>	<p>Yes/N o</p>	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.</p>
VII.12	<p>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?</p>	<p>Yes/N o</p>	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form</p>

			part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.
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/No	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award.</p>
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 <u>VII.14</u> 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	While no specific requirement exist in Chapter 12 PILA, nor the Swiss Rules (if applicable), an award which raises money-laundering issues could possibly be set aside pursuant to Art. 190(2)(e) PILA should the result of the award be considered contrary to public policy.

VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
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	<p>Pursuant to Art. 189(2) PILA, the award must be written, reasoned, dated and signed. Yet, the parties may agree to waive their right to a reasoned award. Such decision may however compromise challenge or enforcement proceedings later on.</p> <p>Art. 32(3) Swiss Rules, if applicable, also provide for a reasoned awards unless the parties have agreed otherwise.</p> <p>According to legal writing, it is very rare in practice for parties to waive reasons.</p>
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	Yes	Unless the parties have waived their rights to a reasoned award, the arbitral tribunal shall at least briefly state the reasons of its award as not doing so may result in a breach of the parties' right to be heard, and thus compromise the finality of the award.
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.		According to legal writing, the arbitral tribunal should at least provide a summary justification, in fact and in law, of its decision on the issues at stake (see Molina, Art. 189 PILA, p. 257, in Arroyo (ed), Arbitration in Switzerland, the

			Practitioner's Guide, 2 nd ed., Vol. II (2018)).
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	No	<p>Due to the minimum mandatory requirements under Art. 189(2) PILA (and Art. 32 Swiss Rules, if applicable), this is not an explicit requirement in Switzerland.</p> <p>One could however consider that this information should form part of the reasons of the award and should thus be included in it as part of the "reasoned" requirement of Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), unless the parties have waived their rights to a reasoned award</p> <p>In any event, references to the factual record will usually be included in the award.</p>
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	Yes	<p>The arbitral tribunal has to address the essential arguments and allegations of the parties, in order to ensure their right to be heard and safeguard the finality of the award.</p> <p>This being said, the arbitral tribunal does not have to address each and every single arguments submitted by the parties either.</p>
VIII.3	Is it permitted for the award to be issued without reasons?	Yes	Pursuant to Art. 189(2) PILA (and Art. 32(3) Swiss Rules, if applicable), the award should in principle be reasoned. However, the parties are allowed to waive their rights to a reasoned award.

VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	This possibility is explicitly provided by Art. 187(2) PILA.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	Yes	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		The arbitral tribunal cannot take the parties by surprise. Otherwise, it would break their right to be heard.
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	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	
IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	No	
IX.2	In the case of final awards, is it required for the award to include a “catch-all” <i>dispositif</i> (i.e. all other claims are dismissed)?	No	But in practice, it is often done.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	Arbitral tribunals seated in Switzerland have the power to issue injunctive measures upon the request of one of the parties (Art. 183(1) PILA), unless is this contrary to an agreement of the parties in this regard.
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	While Chapter 12 PILA is silent regarding the remedies that may be awarded, it is generally admitted under Swiss law that the available remedies

			<p>are based on the substantive law and relevant agreements that govern the contractual relationship.</p> <p>If Swiss law is the applicable substantive law, specific performance (whether monetary or non-monetary, is allowed).</p> <p>On this topic, see e.g. Tschäni, Specific Issues in Different Types of Contractual Relations: Corporate Disputes, pp. 213 ff, in: Schneider/Knoll, Performance as a Remedy: Non-Monetary Relief in International Arbitration, ASA Special Series No. 30 (2011).</p>
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.		
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?		<p>The procedure, content and communication of the dissenting opinion depends of the parties' agreement in this regard and, in the absence thereof, of the arbitral tribunal.</p> <p>There is in fact no right of the dissenting arbitrator to have his opinion</p>

			communicated to the parties (unless the arbitration agreement provides for it or the majority of the arbitral tribunal consents to it), as the dissenting opinion does not form part of the award.
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	NA	
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	
X.3	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	But in practice, it is advisable to do so.
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	If the arbitral tribunal renders a partial award (i.e. an award which terminates a portion of the dispute, while the remainder continues) pursuant to Art. 188 PILA, the arbitral tribunal may indicate that the award is a partial one and reserve the remaining issues for the rest of the proceedings.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	Yes/No	While not an explicit requirement under 188 PILA, it is advisable to do so.

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	Unless there is a specific agreement of the parties in this regard, for instance in the Terms of Reference/specific procedural rules.
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	But it is advisable to do so.
XII.3	Are there any restrictions or requirements as to the length of the award?	No	Unless there is a specific agreement of the parties in this regard, for instance in the Terms of Reference/specific procedural rules.
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?	No	It is generally admitted that, even in the absence of specific provision in this regard in Chapter 12 PILA, the award must contain a decision on costs. The rules governing the allocation of costs are subject to the parties' agreements, whether following an explicit agreement in this regard or

			<p>by reference to arbitration rules.</p> <p>Subject to the above remark, the reasonableness of the costs claimed is generally a factor taken into account by the arbitral tribunal when allocating the costs.</p> <p>In addition, Art. 40(2) Swiss Rules, if applicable, refers to this factor in relation to the parties' costs of legal representation and assistance.</p>
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	Yes	Unless the parties have agreed otherwise.
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	<p>While the answer is subject to the parties' agreement relating to the rules governing the allocation of costs, this factor is generally taken into account by the arbitral tribunal.</p> <p>If applicable, Art. 40(1) Swiss Rules indicates that the arbitral tribunal has to allocate the costs "taking into account the circumstances of the case", noting that "the costs of the arbitration shall in principle be borne by the unsuccessful party".</p>
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	Unless the parties have agreed otherwise.
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	While the answer is subject to the parties' agreement relating to the rules governing the allocation of costs, this factor is generally taken into account by the arbitral tribunal.

			If applicable, Art. 40(1) Swiss Rules indicates that the arbitral tribunal has to allocate the costs "taking into account the circumstances of the case", noting that "the costs of the arbitration shall in principle be borne by the unsuccessful party".
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	Unless the parties have agreed otherwise.
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	Yes/No	Not a requirement, but in practice yes. Unless the parties have agreed otherwise, the outcome of the case is usually considered to be the decisive factors when allocating costs. If the Swiss Rules are applicable, the arbitral tribunal may refer to Art. 40(1), which explicitly states so.
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	NA	
XIII.5	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?	No, subject to the applicable institutional rules	
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	

XIII.6	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?	No	Unless the parties have agreed otherwise, the arbitral tribunal is under no obligation to indicate the reasons underlying their decision on costs (following a decision of the Swiss Federal Supreme Court rendered in 2000). By contrast, legal writing considers that, even in the absence of detailed explanations, the bases of the arbitral tribunal's decision must still be identifiable.
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	
XIII.7	Is it required for the award on costs to be reasoned?	No	Unless the parties have agreed otherwise, the arbitral tribunal is under no obligation to indicate the reasons underlying their decision on costs (following a decision of the Swiss Federal Supreme Court rendered in 2000). By contrast, legal writing considers that, even in the absence of detailed explanations, the bases of the arbitral tribunal's decision must still be identifiable.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	Yes	
XIII.8	Are the arbitrators required to use certain size/type of paper?	No	Unless the parties have reached a specific agreement on the matter.
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	Unless the parties have reached a specific agreement on the matter.
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	<p>Unless the parties have agreed that it should.</p> <p>This being said, awards will usually have a first part addressing the formal aspects of the disputes, followed by a second part addressing the substantive aspects of the dispute.</p>
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	
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)?		The award will usually include an introduction, the presentation and position of the parties, the list of issues to be addressed, the reasoning of the arbitral tribunal (first regarding procedural issues and second regarding issues of substance, as the case may be), followed by the operative part.
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	NA	

XIV.3	Is it required to address jurisdiction before substance?	No	Unless the parties have reached a specific agreement on the matter.
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	Unless the parties have reached a specific agreement on the matter.
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 specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	No	Unless the parties have reached a specific agreement on the matter. It would however seem logical for the arbitral tribunal to do so.
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 <u>all</u> 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?	Yes	The arbitral tribunal will usually refer to the number of exhibits submitted to it (or to the parties' consolidated list of exhibits), without however listing each of them in details.

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	Subject to a contrary agreement of the parties in this regard, nothing prevents it.
XV.2	Is it required to identify in the award <u>all</u> evidence submitted during the proceeding?	No	Unless the parties have reached a specific agreement on the matter.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	Yes	The arbitral tribunal will usually make a reference to the amount of evidence submitted to it (or to the parties' consolidated list of exhibits), without however listing "all the evidence" in details.
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	Subject to a contrary agreement of the parties in this regard, nothing prevents it.
XV.3	Is it required to identify in the award <u>all</u> authorities cited during the proceeding?	No	Unless the parties have reached a specific agreement on the matter.
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 <u>all</u> authorities cited during the proceeding?	No	In practice, the arbitral tribunal will identify the relevant ones.
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award <u>all</u> authorities cited during the proceeding?	Yes	Subject to a contrary agreement of the parties, in this regard, nothing prevents it.
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?	NA	
XV.6	Is it permitted to cite in the award judicial precedents that were <u>not</u> cited by the parties?	Yes	This stems from the principle <i>iura novit curia</i> , which applies in Switzerland (see above VIII.5), but the arbitral tribunal shall not take the parties by surprise.
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	Yes/No	It depends on whether they are relevant to decide certain issues.
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	Subject to a contrary agreement of the parties (for instance, if they have waived their right to a reasoned award), nothing prevents it.
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were <u>not</u> cited by the parties?	Yes/No	The arbitral tribunal shall not take the parties by surprise.

XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
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	Not to be recommended, since not submitted to the parties.
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	No	
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	Yes	Not to be recommended, since not submitted to the parties.
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	