

IBA ARBITRATION COMMITTEE - Subcommittee on recognition and enforcement of arbitral awards

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

**SPAIN
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SPAIN			
	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	<p>Yes. Spanish Act 60/2003, of December 23, on Arbitration (hereinafter, the “Spanish Arbitration Act” or the “SAA”) follows the UNCITRAL Model Law. The SAA has adopted <i>Option I</i> under the two alternatives foreseen by the UNCITRAL Model Law on Article 7.</p> <p>Since 2003, the SAA has been modified twice: in 2011 (Act 11/2011); and in 2015 (Act 42/2015 on International Legal Cooperation on Civil Matters).</p>
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	<p>The SAA foresees the two essential types of arbitration agreements: (i) an arbitration clause included in a contract; and (ii) and independent arbitration agreement, which can be concluded after the dispute has arisen.</p> <p>The only exceptions to the need of an arbitration agreement as such is an arbitration clause included in a will (testamentary arbitration, Article 10 of the SAA) and, to certain extent, an arbitration clause</p>

* The authors gratefully acknowledge the research and contribution of **Laura Díaz Vallespinós**, associate at CUATRECASAS.

			included in the by-laws of companies, which may be included with a two-thirds majority of the share capital (corporate arbitration, art. 11 <i>bis</i>).
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	This condition is not envisaged in the SAA although it is frequent and common practice in international arbitrations seated in Spain.
I.2.b	Does the agreement to arbitrate must be attached to the award?	No	
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	N/A	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	N/A	On a related matter, to obtain access to the recognition and enforcement (<i>exequatur</i>) in Spain of foreign arbitral awards under the 1958 New York Convention (Article IV), Spanish caselaw has in some instances taken a formalistic approach and declared the need to attach to the <i>exequatur</i> claim, not only the authenticated award, but also the original (or an authenticated version) of the arbitration agreement (e.g., Decision of the Supreme Court of October 26, 2004, ECLI:ES:TS:2004:12148A). However, this formalistic approach has not been adopted in other cases, for instance, where the parties' intention to submit to the dispute to arbitration was clear, Spanish courts have found unnecessary to attach the original arbitration agreement attached to the <i>exequatur</i> claim (e.g. Decision of the Supreme Court of March 3, 2003, ECLI:ES:TS:2003:2447A) or in a case decided in connection with an award rendered in the maritime transport dispute (e.g., Decision of the Superior Court of Justice of Andalucía of October 28, 2014, ECLI:ES:TSJAND:2014:161A).

I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	Yes, awards need to decide a substantive issue(s), although they can settle the entire dispute or a specific issue(s) thereof, which may include jurisdictional issues or issues as to the applicable law, but not merely procedural or administrative matters.
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	Correct. Such decisions will be adopted in the form of procedural order(s).
I.4	Does the award must comply with certain minimal formal requirements?	Yes	<p>All awards, irrespective of their nature (partial, final or interpretative, correcting, supplementary or additional awards) must fulfil several formal and substantive requirements. The award must be:</p> <ul style="list-style-type: none"> i. rendered in written form and accessible for subsequent consultation, irrespective of the format. The electronic format is explicitly permitted provided that the content and signatures of the award are properly recorded. ii. be signed by the arbitrators. The SAA permits that, where the tribunal is composed of more than one arbitrator, the award be signed by the majority of arbitrators or the president of the tribunal provided that there exists a reason for the lack of signature of the other arbitrators and said reason is explained in the award. iii. be reasoned – unless it is an award by consent of the parties resulting from a settlement – and include, subject to the parties’ agreement (if any) on the allocation of costs, a decision on costs. Costs shall include both <i>arbitration costs</i> (arbitrators’ fees and expenses, and fees and expenses incurred by the administering institution) and <i>legal costs</i> (fees and expenses of legal counsel and party representatives). Fees and expenses of expert witnesses, although not explicitly mentioned in the SAA, are typically considered as part of the legal costs. iv. state the date and place of the arbitration where the award was rendered.

			<p>v. unless otherwise agreed by the parties (including the arbitration agreement's reference to institutional rules or regulations that include specific provisions on this matter), the award shall be rendered within a term of six (6) months after the submission of the statement of defense (or expiration of the relevant deadline).</p> <p>This six-month deadline may be extended by the arbitrators for an additional period (maximum, two (2) additional months), unless this possibility is excluded by the parties.</p> <p>Additionally, unless otherwise agreed by the parties, the fact that the final award be rendered after the time limit stipulated pursuant to the above rules shall not affect its validity. This without prejudice to the potential liability in which the arbitrators may have incurred as a result of the delay.</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	<p>The notarization of an original copy of the award before a Spanish public notary (in Spanish, "<i>protocolización del laudo</i>") is possible but not compulsory.</p> <p>However, any party may request the arbitral tribunal to notarize the award, such request needs to be made before the notification of the award and the requesting party needs to assume the notarization costs.</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	Awards must be in written form. This requirement is met where the content of the award and the arbitrators' signatures are recorded and accessible for subsequent consultation in electronic, optical or another available format.
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	<p>Awards must be reasoned, with the sole exception of awards rendered with the parties' consent (Article 37.4 in connection with Article 36 of the SAA).</p> <p>The arbitrators' decision on costs must also be reasoned and Spanish case law has held that the lack of reasoning on this point may result</p>

			in a partial annulment of the award (<i>see</i> Judgment of Superior Court of Madrid of October 11, 2016; ECLI:ES:TSJM:2016:10733).
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	Awards must state the place of arbitration, where the award shall be considered to have been rendered for all legal purposes (including, <i>inter alia</i> , annulment or set-aside proceedings and recognition and enforcement proceedings).
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	
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	Not explicitly addressed by the SAA or under Spanish case law. Under the SAA the relevant date is that of the notification of the award 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?	No	Not explicitly addressed by the SAA or under Spanish case law. Under the SAA the relevant date is that of the notification of the award to the parties. For the purposes of the term to render the award and the possible liability of the arbitrators, in the case of institutional arbitration the relevant date of the award where an scrutiny takes place would be that set out in the rules of the institution in question.
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	However, under the SAA the relevant date is that of the notification of the award to the parties. In particular, the SAA states that the 2-month deadline to file an application for setting aside the award shall be counted from the date of notification of the award (Article 41.4 SAA). Also, Article 37.7 of the SAA sets out that the award must also be notified to the parties within the same time limit to render the award unless the parties agreed otherwise. See answer to question I.10 below.

I.5	Are partial awards permitted?	Yes	<p>Pursuant to the SAA (Article 37), unless the parties have otherwise agreed, arbitrators will be able to decide upon the dispute through a final award or as many partial awards as deemed necessary.</p> <p>The Explanatory Preamble (“<i>Exposición de Motivos</i>”) states that the SAA tries to adapt to the flexible <i>formula</i> of dispute resolution normally used in arbitration and provides the illustrative example of a first award one declaring the respondent liable and a second one assessing damages and imposing an order of payment on the respondent. The Explanatory Preamble clarifies that partial awards shall hold the same value as final awards and they cannot be modified as to their settled findings and declarations.</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>Article 37 of the SAA does not limit the number of partial awards or the matters that they address other than stating that the arbitrators may resolve the dispute “in a sole award or in as many partial awards they deem necessary”. From a general perspective and in practice, partial awards are rendered:</p> <ul style="list-style-type: none"> i. On interim measures (in this case, these are typically referred to as <i>interim awards</i>); ii. On jurisdictional matters; or iii. On any part of the dispute on the merits (interpretation, liability, quantum of damages, etc.).
I.6	Are rectificative or interpretative additional awards permitted?	Yes	
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	The deadline provided in the SAA (as explained below in I.6.b.) applies except where the parties have otherwise agreed.
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		<p>The default deadline (unless otherwise agreed between the parties) for these post-award remedies (correction, clarification or interpretation, supplement and exclusion) is:</p> <ul style="list-style-type: none"> i. for domestic arbitrations: ten (10) days counted from the notification of the award; and

			ii. for international arbitrations (as defined under Article 3 of the SAA): ¹ one (1) month counted from the notification of the award.
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	<p>Yes. This implies, for instance, that the deadline to file for the annulment (set-aside) of the award before the competent court (2-month term) starts to run after the additional decision is notified or upon expiration of the term to issue such decision, as laid down under Article 41.4 of the SAA.</p> <p>Notwithstanding the above, Spanish case law has clarified that the additional decision may be subject (as individual decision) to an annulment action. This could be the case, for instance, where the supplement to the award has decided matters outside of the arbitrators' competence (excess of jurisdiction or <i>extra petita</i> failure) (<i>see</i> Judgment of the Orense Provincial Court of March 7, 2002; ECLI:ES:APOU:2002:237) or where certain procedural rights have not been respected in the post-award phase (e.g., opposing party was not heard on the matter or the additional decision implies a substantial variation of the award – <i>see</i> Judgment of the Superior Court of Justice of Madrid of January 18, 2017; ECLI:ES:TSJM:2017:104).</p>
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	N/A	

¹ As per Article 3 of the SAA, the arbitration will be regarded as *international* where:

- a) at the time when the arbitration agreement was concluded, the places of business of the parties thereto were located in different States;
- b) any of the following are located outside the State in which the parties have their places of business: seat or place of arbitration (either determined in the agreement or pursuant thereto); place where a *substantial portion* of the obligations of the legal relationship out of which the dispute arises are to be performed; or the place to which the subject matter of the dispute is *most closely related*; and
- c) the legal relationship out of which the dispute arises affects the *interests of international trade*.

I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		<p>This type of post-award decisions may be rendered in the following instances:</p> <ul style="list-style-type: none"> i. Correction of a clerical error (including, arithmetical, transcription, typographical or similar mistakes). ii. Clarification (interpretation) of a point or a specific part of the award. iii. Supplement of the award regarding requests made and not resolved in it. iv. Rectification of a partial exceedance of the award if it resolves issues that were not submitted to the arbitral tribunal or that are not susceptible to arbitration.
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?		<i>See</i> scenario ii. in answer to question I.6.e. above.
I.7	Are interim or preliminary awards permitted?	Yes	<p>Partial awards are permitted as referred in answer to question I.5 above.</p> <p>The decision on interim measures may adopt the form of an order or an award under Spanish law, in the latter case typically referred as interim award (a specific form of partial award ordering injunctive relief or other provisional measures).</p> <p>The SAA follows a non-formalistic approach that is not focused on the <i>nomen iuris</i> given by the arbitrators to the interim order or decision. It states that any decision on interim or provisional measures, irrespective of its form, shall be subject to the rules on annulment and recognition and enforcement prescribed for <i>awards</i> (Article 23.2 SAA).</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	Within the limited scope of a decision on interim measures, the arbitrators may take an interim decision on the choice of law when

			analyzing the requirement of likelihood of success on the merits in order to resolve an application for interim measures. In any event, a definitive decision on the choice of law may be rendered in a partial 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	Within the limited scope of a decision on interim measures. A definitive decision on liability may be rendered in a partial 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	Within the limited scope of a decision on interim measures. A definitive decision on the interpretation of a particular provision may be rendered in a partial 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?	No	Although interim awards (i.e., awards on interim measures) will cease to have effects or be enforceable if reversed by the award.
I.8	Are awards by consent accepted?	Yes	During arbitration proceedings the parties may reach an agreement that settles the dispute partially or totally. Upon the parties' request, arbitrators may enter an award by consent (Article 36 SAA) that memorializes the parties' agreement. Awards by consent hold the same value and legal effects as ordinary awards.
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	The requirements and formalities to be followed in the case of an award by consent are the same than those applicable to ordinary awards with the exception of the reasoning of the award's findings (not required for awards by consent).
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	N/A	

I.9	Are default awards accepted?	Yes	<p>Under the SAA an award may be rendered without the participation of a party in the arbitration proceedings. However, the SAA does not permit an automatic default award based on the lack of appearance of the respondent.</p> <p>The fact that the respondent does not appear in the arbitration proceedings, does not submit a statement of defense, does not appear in an evidentiary hearing or does not propose means of evidence does not entail its acceptance of the claim or of the facts invoked by the claimant.</p> <p>In such cases, unless the respondent shows sufficiently justified cause for any of the above circumstances, the arbitrators may continue the proceedings and render the award based on the evidence made available to them (Article 31 of the SAA).</p>
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	Yes	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	Not during the proceedings. However, the default award must be notified also to the defaulting parties.
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	The award must show that the defaulting party had been notified (or reasonably attempted to be notified, after reasonable attempts and a reasonable inquiry of the party's place of business, habitual residence or mailing address) of the commencement of the arbitration proceedings and that reasonable efforts have been made to permit the defaulting party to present its case.

			<p>In the event that, after a reasonable inquiry, a party's current place of business, habitual residence or mailing address is not found out, delivery should be deemed made on the date in which the notification has been made or attempted in the last known domicile, residence, address or place of business of the party in question.</p> <p><i>See further</i> answer to question IV.1 below.</p>
I.10	Is there a time limit requirement to render the award?	Yes	<p>Unless the Parties have agreed otherwise, which may be done by agreeing to subject the agreement to arbitrate to rules or regulations of an arbitral institution that includes specific provisions on the matter.</p>
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		<p>Awards must be rendered six (6) months after the filing—or expiry of the due date—of the statement of defense. This 6-month deadline may be extended by the arbitrators for an additional period (maximum, two (2) additional months), unless this possibility is excluded by the parties.</p> <p>Additionally, unless otherwise agreed by the parties, the fact that the final award be rendered after the time limit stipulated pursuant to the above rules shall not affect its validity or the binding effect of the arbitration agreement. This without prejudice to the potential liability in which the arbitrators may have incurred by the delay.</p>
I.11	Are arbitrators required to meet certain qualifications?	Yes	

I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.		<p>Generally, the only mandatory requirements to all arbitrators are: (a) to be a natural person, and (b) to be in full (legal) capacity. Unless otherwise agreed, the nationality of the prospect arbitrator cannot be an obstacle to serve as arbitrator.</p> <p>Some other requirements that can be excused by the parties' agreements are: (i) not to fall under the prohibitions established by law as a result of the prospect arbitrator's exercise of certain professions (e.g., judges, prosecutors), and (ii) to be a jurist (i.e., to hold a law degree). On the latter requirement (that the arbitrator(s) be a jurist), we must note that (Article 15 SAA):</p> <ul style="list-style-type: none"> i. In case of <u>sole arbitrator</u>, it is required that she/he be a jurist, except in the case of <i>ex aequo et bono</i> arbitrations; ii. In case of <u>3-member panel</u>, it is required that at least one of them be a jurist.
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	
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	Unless otherwise agreed by the parties (directly or by reference to any set of rules of arbitration), the award needs to be issued in the language or languages of the arbitral proceedings (Article 28.1 SAA).
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	N/A	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	N/A	

II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	N/A	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	N/A	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	N/A	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	Yes	<p>The language of the award must be the language or languages of the proceedings. <i>See</i> answer to question II.1 above.</p> <p>According to Article 28.1 of the SAA, in the absence agreement of the parties as to the language of the proceedings, (and, therefore, of the award), and when the circumstances of the case do not permit to determine it, the language of the proceedings would be “any of the official languages in the place where the proceedings are conducted”. This provision, in practice, results that, in an arbitration seated in Spain and subject to the SAA, in the absence of agreement between parties as to the language of the parties as to the language of the proceedings or of circumstances that clearly permit to establish the language, the language should be Spanish (which is an official language in all Spanish cities, although not the sole one in some of them).</p> <p>The SAA is ambiguous when it refers to the “circumstances of the case” that may permit to determine the language of the proceedings, since it does not provide any indication or example. Usual circumstances would be: language of the nationality or place of business of the parties, the arbitrators or their counsel; language of the relevant contracts or agreements; language of previous negotiations or subsequent communications; language of the seat of arbitration or of the seat of the institution; language in which most of the evidence will be produced, etc.</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>Not necessarily (if, for example, one party appoints an arbitrator who does not understand a particular language to try to artificially exclude that language as language of the proceedings). However, this is undoubtedly a relevant circumstance that needs to be taken into account when determining the language of the arbitration. <i>See</i> explanation on II.2.</p> <p>In the event of an agreement of the parties to the language or languages of the arbitration, the fact that an appointed arbitrator does not understand that language will not have any effect in the language of the arbitration and of the award.</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	The language chosen by the parties may not be linked to the dispute. Furthermore, the determination of the language of the arbitration may not necessarily result in a language directly linked to the dispute. <i>See</i> explanation on II.2 .
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	The language chosen by the parties may not be linked to the dispute. Furthermore, the determination of the language of the arbitration may not necessarily result in a language linked to the parties. <i>See</i> explanation on II.2 .
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	The language chosen by the parties may not be linked to the dispute. Furthermore, the determination of the language of the arbitration may not necessarily result in a language directly linked to the dispute. <i>See</i> explanation on II.2 .
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?	Yes	Arbitrators may take into consideration this circumstance. <i>See</i> explanation on II.2 .
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?	Yes	Arbitrators may take into consideration this circumstance. <i>See</i> explanation on II.2 .

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	<p>The Spanish Arbitration Act does not specifically address this question. Nevertheless, the SAA permits that the arbitrators order that certain documents be submitted without translation into the language of the arbitration or that any examination take place in a language different to that of the arbitration, unless one of the party opposes (Article 28.2 of the SAA).</p> <p>In view of the above, the answer to the question is yes provided that there is an agreement by the Parties or an order of the arbitrators without opposition which enables the submission of untranslated documents (evidentiary exhibits, legal authorities, transcript of hearing, etc.) or the conduction of examinations in a different language without translation or interpretation. In any other case, the award would need to include a translation of quotes in a different language.</p> <p>In the absence of such agreement or unopposed order, the documents or declarations need to be translated to the language (or a language) of the arbitration. In such a case, awards typically quote the translated part of the document or declaration (and may also include the original quote).</p> <p>In any event, for the purposes of the execution of the award (as title of execution) before Spanish courts, the entire award shall have to be translated in Spanish. Spanish law requires the translation of any portion drafted in a different language.</p>
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?	N/A	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	N/A	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	N/A	

II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	N/A	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	N/A	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	N/A	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text (<i>ie.</i> sworn translator)?	N/A	
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?	No	The signatures must be recorded and accessible for subsequent consultation whatever the format. Electronic signature is explicitly permitted under the SAA.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	<i>See</i> explanation on the answer to question III.1 .
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	N/A	If the award bears the arbitrators actual signature, any ink color may be used.
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	
III.2	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	Yes, this is permitted under Article 37.3 of the SAA.

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	Yes, this is required under Article 37.3 of the SAA.
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	Except for the situation described in the answer to question III.2 above, all arbitrators are generally expected to sign the award. Further, upon signing the award, arbitrators may express if they voted in favor or if they are dissenting.
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	The non-dissenting arbitrators may but are not required to analyze the dissenting opinion in the award. However, if the dissenting opinion points out clear factual or legal errors in the award, this could be considered in a decision to set aside the award, since it can be assumed that the issue was raised during the deliberations to render the award.
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	When there is more than one arbitrator, it is enough with the signatures of the majority of arbitrators or of the presiding arbitrator, provided that the reasons for the absence of the signature of one or more arbitrators is stated in the award. Yet, generally, all arbitrators are expected to sign the award.
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	<i>See</i> answer to question III.4 above.
III.5	Is initialling of all the pages of the award required?	No	
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	N/A	

III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	N/A	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	The SAA does not preclude such possibility.
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	The SAA does not preclude such possibility.
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	The SAA does not preclude such possibility and neither does Spanish case law. Article 37.5 of the SAA establishes that the award shall be considered rendered in the place of arbitration, which implies that it may be signed elsewhere.
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?	N/A	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	
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 III.8 is yes, please indicate the requirement in the comments section.	N/A	
III.9	Is it required for the arbitral award to bear the date?	Yes	It must bear the date on which the award is rendered (Article 37.5 SAA), although the effective date for most legal purposes—e.g. petition of an additional or supplementary award (Article 39 SAA) or action for annulment (Article 41.4 SAA)—shall be the date of notification of the award to the parties.
III.9.a	If your answer to question III.9 is yes, should each arbitrator state the effective date when he/she signed the award?	No	Not explicitly required under the SAA or Spanish case law.
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	Not necessarily. Not explicitly required under the SAA or Spanish case law.
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	Not explicitly required under the SAA or Spanish case law.
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)?	Yes	Although not explicitly required under the SAA or Spanish case law, Article 37.5 of the SAA sets out that the award must include the date in which it has been rendered and the place of arbitration, determined in accordance with Article 26 of the SAA, and that the award shall be considered rendered in the place of arbitration. Therefore, it appears that the safe or appropriate course of action would be to use the calendar of the place of arbitration.
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	Not explicitly required under the SAA or Spanish case law.

III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	N/A	Not explicitly required under the SAA or Spanish case law.
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	Not explicitly required under the SAA or Spanish case law.
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	Not explicitly required under the SAA or Spanish case law but is preferable to avoid any risk of confusion.
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. month, day, year)?	N/A	Not explicitly envisaged under the SAA or Spanish case law, but the use of the entire date is customary.
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	N/A	Not explicitly envisaged under the SAA or Spanish case law.
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	N/A	Not explicitly regulated under the SAA or Spanish case law.
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	It becomes effective on the date of notification of the award to the parties.
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.		<i>See answer to question III.11.a above.</i>

III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	Awards must state the place of arbitration, where the award is to be considered as rendered for all legal purposes (including <i>inter alia</i> annulment or set aside proceedings and recognition and enforcement proceedings).
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?	N/A	
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?	N/A	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	
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.)?	N/A	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	
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	The SAA does not require any specific means for the notification of the award. Therefore, Article 5 of the SAA regarding notifications

			<p>and communications applies, together with the agreement of the parties. According to that provision, the notification of a signed copy of the award to the parties may be made through delivery to the parties personally or to their place of business, habitual residence or mailing address by means of registered mail or any other means that provides a record of the delivery (or attempted delivery). In case of a digitally signed award, delivery may take place by means of the electronic telecommunication methods specified by the parties that ensure traceability of the award sent and received.</p> <p>In case the parties agree on how, when and where the notifications are made, this agreement should be respected (<i>see</i> Decision of the Spanish Constitutional Court of July 5, 2005, ATC 301/2005).</p> <p>In the event that, after a reasonable inquiry, a party's current place of business, habitual residence or mailing address is not found out, delivery should be deemed made on the date in which the notification has been made or attempted in the last known domicile, residence, address or place of business of the party in question.</p> <p>Spanish case law has annulled an award that was notified only to one address knowing that the recipient had two addresses (the one where notice was given and another one) (Judgment of the Superior Court of Justice of the Canary Islands of December 12, 2017, ECLI:ES:TSJCAN:2017:3891). In another case, Spanish courts decided that a party that had changed address during the arbitration proceedings was under a duty to inform the arbitral tribunal and, therefore, cannot challenge the notification of the award made to the address it had initially stated (Judgment of the Provincial Court of Asturias of November 17, 2003 [ECLI:ES:APO:2003:3906] following the Constitutional Court's reasoning in its Judgment No. 7/2003, of January 20).</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?	N/A	
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?	N/A	

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?	N/A	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	Where the parties have agreed to submit their dispute to institutional arbitration, the notification of the award will be governed by the rules and regulations of the relevant institution. Article 37.7 of the SAA sets out that the arbitrators will notify the award to the parties in the agreed form and term. This agreement includes the notification performed by the institution administering the arbitration if the rules of the institution in question provide for this means of notification.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	Unless the parties agree otherwise.
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	N/A	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	No	<p>Where the parties have agreed to submit their dispute to institutional arbitration, the notification of the award will be governed by the rules and regulations of the relevant institution. Article 37.7 of the SAA sets out that the arbitrators will notify the award to the parties in the agreed form and term. This agreement includes the notification performed by the institution administering the arbitration if the rules of the institution in question provide for this means of notification.</p> <p>Typically, under the regulations of most institutions, the award will be notified by the institution (<i>see, e.g.</i>, Rules of the International Center of Arbitration of Madrid—CIAM—, Articles 45.10) and 3).</p> <p>However, if the rules of arbitration of the institution do not provide for the notification of the award by the institution, the arbitrators must notify the award to the parties.</p>

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?		This will depend on the rules and regulations of the relevant arbitral institution.
IV.5	Is it required to provide each of the parties with an original version of the award?	Yes	Article 37.7 SAA requires the arbitrators to deliver a signed version of the award to each party.
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	Yes	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	N/A	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	Yes	Article 37.7 SAA requires the arbitrators to deliver a signed version of the award to each party. Notarization of the award is not mandatory, unless any party requires the award to be notarized before it is notified to the parties (at the requesting party's expense).
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	N/A	This is not regulated by the SAA.
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?	N/A	
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?	N/A	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	

IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	N/A	For the purposes of enforcement of an award before Spanish court both are admissible. <i>See</i> also answer to question IV.7.d below.
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?	Yes	Under the New York Convention (Article IV), the original or an authenticated version of the award must be submitted. In the practice, for foreign awards (rendered outside Spain), this is generally done through the electronic submission of the authenticated copy. To obtain the enforcement of domestic awards, unless contested, the electronic submission of a copy of the award should be sufficient.
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	<i>See</i> explanation in the answer to question IV.7.b above.
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	N/A	All filings are done electronically before Spanish courts. The general requirements for the electronic filing of documents with Spanish courts apply (LexNet system). The filing itself is done by the court liaison (<i>procurador</i>) acting as party's representative before the court.
IV.8	Is it required for the notification of the award to be made by international courier?	No	Not necessarily, other means of notification are also permitted. Article 37.7 of the SAA sets out that the arbitrators will notify the award to the parties in the agreed form and term. In the case of institutional arbitration, this agreement includes the notification performed by the institution administering the arbitration if the rules of the institution in question provide for this means of notification. There is no specific provision under Spanish law of the means through which such notification must be made. However, notification by international courier is the standard means of notification of awards in practice in international arbitration conducted in Spain.

IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	N/A	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	N/A	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	<i>See explanation in the answer to question IV.8 above.</i>
IV.9	Is it required for the notification of the award to be made by public postal services?	No	<i>See explanation in the answer to question IV.8 above.</i>
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	<i>See explanation in the answer to question IV.8 above.</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	<i>See explanation in the answer to question IV.8 above.</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	In such event, the arbitrator or the institution delivering the award in person need to obtain a written confirmation of notification of the award in person with the relevant date. Also, the party being notified needs to obtain such written confirmation since, under Spanish law, the enforcement of an award requires not only submitting an original or authenticated copy of the award but also supporting document of its notification.

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> ?	N/A	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	
IV.12	Is there any time limit established for notification purposes?	Yes	<p>According to Article 37.7 of the SAA, the notification of the award needs to be made within the term agreed by the parties (including the arbitration agreement's reference to institutional rules or regulations that include specific provisions on this matter) or, in the absence of agreement of a term to notify the award, within the same term for the rendering of the award, which, in turn, would be that agreed by the parties or, in the absence of agreement, (6) months after the submission of the statement of defense (or expiration of the relevant deadline). This 6-month deadline may be extended by the arbitrators for an additional period (maximum, two (2) additional months), unless this possibility is excluded by the parties.</p> <p>Additionally, unless otherwise agreed by the parties, the fact that the final award be rendered or notified after the time limit stipulated pursuant to the above rules shall not affect its validity. This without prejudice to the liability on damages in which the arbitrators may incur as a result of the delay.</p>
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.		See explanation in the answer to question IV.12 above.
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?	N/A	
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	Arbitrators, parties and arbitral institutions (if any) are obliged to keep confidential any information known through the arbitration proceedings (Article 24.2 of the SAA).
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?	Yes	Arbitrators, parties and arbitral institutions (if any) are obliged to keep confidential any information known through the arbitration proceedings (Article 24.2 of the SAA).
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	
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?	N/A	
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	Yes	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	N/A	

V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	No	Still, the arbitrators and the institution (if any) need to preserve the confidentiality of the award at the time of its notification.
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?	No	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?		
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.		
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	
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?		<p>This matter is not addressed in the SAA or in Spanish case law.</p> <p>Generally, for an arbitral secretary to assist the parties, such possibility needs to be foreseen in the rules of arbitration of the institution of the administering the arbitration, in case of institutional arbitration, or otherwise needs to be accepted by the parties.</p>

			<p>The recent Code of Best Practices in International Arbitration (2019) drafted under the auspices of the <i>Club Español del Arbitraje</i>, provides the following <i>soft law</i> regulation:</p> <ul style="list-style-type: none"> ▪ <u>Recommendation No. 95</u> states: “<i>Subject to prior consent of the parties, the president or sole arbitrator may designate a secretary who, following the former’s instructions and under his or her supervision, may perform certain tasks of an administrative, organisational or supporting nature.</i>” ▪ <u>Recommendation No. 96</u>: “<i>The secretary shall be appointed and removed by the president or sole arbitrator, and shall have the same duties of confidentiality, independence and impartiality as the arbitrators. The president or sole arbitrator will propose a candidate and provide the parties with a CV setting out the candidate’s nationality, educational qualifications and professional experience, and also attach a document in which the proposed secretary confirms his or her independence, impartiality and availability.</i>” ▪ <u>Recommendation No. 97</u>: states—as limit to the delegation of functions to secretaries—the following: “<i>The arbitrators shall not delegate to the secretary any decision-making or evaluative role concerning the positions of the parties in fact or in law.</i>” ▪ <u>Recommendation No. 98</u>: “<i>The secretary shall be remunerated directly by the president or sole arbitrator from the latter’s own fees, except where the parties and the co-arbitrators, prior to their appointments, agree to another system.</i>” <p>Recently, the <i>International Center of Arbitration of Madrid (CIAM)</i> has laid down rules on the matter in its Arbitration Rules (2020). See Rule 15.</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	Although the secretary cannot be part of the decision-making process, he or she may be present in a deliberation and assist in the drafting of the award following the arbitrators instructions and under their supervision (e.g. correct clerical, typographical or other formal errors in the award).

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	Provided that this preparation be made under the supervision of the arbitrators and that it does not imply any delegation of any decision-making authority. The arbitrators will be individually responsible for reviewing such framework.
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.		<i>See</i> explanation in the answer to question VI.1 above.
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	No	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?		<i>See</i> explanation in the answer to question VI.1 above. In case there is an arbitral tribunal secretary it would be advisable to state his or her name and a description of its appointment.
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?		<i>See</i> explanation in the answer to questions VI.1 and VI.2 above
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?		<i>See</i> explanation in the answer to questions VI.1 and VI.2 above
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?		<i>See</i> explanation in the answer to questions VI.1 and VI.2 above
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?	N/A	<i>See</i> explanation in the answer to questions VI.1 and VI.2 above

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	The sole exception is awards by consent.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	This is not specifically addressed in the SAA, but an identification of the case, the parties, the relevant arbitration agreement and the relief sought by the parties is considered necessary. Awards generally include a preliminary section where the information regarding the parties, their representatives and the request for relief and a summary of the dispute is presented. Also, a section recollecting the procedural history of the case is generally included.
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	Yes	The parties need to be sufficiently identified in the award.
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	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	Yes	Although not specifically foreseen in the SAA, under Spanish law, the enforcement of an award requires, not only submitting an original or authenticated copy of the award and supporting document of its notification, but also the arbitration agreement.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	No	The place of arbitration must be stated in the award. Although the SAA does not require to indicate whether the place of arbitration was agreed by the parties, awards generally specify how the place of arbitration was determined.
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	No	<i>See answer to question VII.2.d above.</i>

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	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	N/A	Although it is widely and generally observed in Spanish arbitration practice.
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?	N/A	Although it is widely and generally observed in Spanish arbitration practice.
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	Since awards need to include the reasons in which the award is based, the award must indicate the law that the arbitrators have applied to resolve the case (or that they have decided on the merits of the case <i>ex aequo et bono</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?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	No	Although it is widely and generally observed in Spanish arbitration practice.

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	Although it is widely and generally observed in Spanish arbitration practice.
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	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	Yes	The arbitrators need to be properly identified in the award.
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	Although it is widely and generally observed in Spanish arbitration practice.
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	

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	Although it is widely and generally observed in Spanish arbitration practice and, in any event, it should result from the necessary reasoning of the award and decision or decisions included in it.
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	No	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	No	
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award??	No	
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	Yes	Although the SAA does not require to include a chronology or description of the proceedings, other requirements of the SAA indirectly result in that the award needs to indicate certain procedural stances.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	Yes	<i>See answer to question VII.2.c above.</i>
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	Although it is widely and generally observed in Spanish arbitration practice.
VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	No	Although it is widely and generally observed in Spanish arbitration practice.
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	

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	
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	Although, since awards need to be reasoned, they need to have a reasonable analysis of the evidence submitted by the parties in which the decision or decisions are based. This does not imply that all pieces of evidence need to be listed or analyzed.
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	Yes	This results from the fact that awards need to be reasoned. Therefore, if part of the reasoning is included in a prior award, a clear reference to it must be made.
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?	No	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	No	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	N/A	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	N/A	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	Yes	Aspect widely and generally observed in Spanish arbitration practice.

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	As part of the award's reasoning of the decision affirming 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	As part of the award's reasoning of the decision affirming the jurisdiction of the arbitral tribunal.
VII.6	Is it required for the award to recite the parties' request for relief?	Yes	As part of the general requirement for the award to be reasoned.
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	As part of the general requirement for the award to be reasoned.
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	Yes	As part of the general requirement for the award to be reasoned.
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?	Yes	To the extent it may be considered part of the general requirement for the award to be reasoned.
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	Yes	As part of the general requirement for the award to be reasoned.
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	To the extent it may be considered part of the general requirement for the award to be reasoned.
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	To the extent it may be considered part of the general requirement for the award to be reasoned.

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	To the extent it may be considered part of the general requirement for the award to be reasoned.
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	To the extent it may be considered part of the general requirement for the award to be reasoned.
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	As part of the general requirement for the award to be reasoned.
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	To the extent it may be considered part of the general requirement for the award to be reasoned.
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	As part of the general requirement for the award to be reasoned.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	Not specifically addressed by the SAA or Spanish case law.

			In the decision on costs determination and its allocation, the arbitral tribunal may have to analyze whether certain taxes paid by the parties have to be considered as costs. For example, whether the VAT that may have been applied to certain costs is to be considered or not as an incurred cost if it is deductible.
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	No	Arbitrators are not subject to Spanish anti-money laundering requirements and obligations when adjudicating a dispute in the award. Having said that, in the particular case of awards by consent, arbitrators should be cautious and apply reasonable diligence to avoid signing an award by consent that could constitute a money laundering tool used by the parties.
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	N/A	
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	It is a requirement set by law (Article 37.4 LAA) and Spanish courts will annul the award if they conclude that the award was not reasoned or not properly reasoned (i.e. if the resolution is arbitrary, illogic or insufficiently reasoned).
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	N/A	

VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	Yes	As part of the general requirement for the award to be reasoned.
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	Spanish case law has established that not all arguments must be answered in order to render a valid award. Yet, the parties' main arguments need to be sufficiently addressed directly or indirectly as part of the general requirement for the award to be reasoned.
VIII.3	Is it permitted for the award to be issued without reasons?	No	The sole exception are awards by consent of the parties.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	But only if the parties expressly agreed to that or authorized the arbitrators to resolve the dispute <i>ex aequo et bono</i> . <i>Ex aequo et bono</i> awards, must comply with the same formal requirements as awards based on the applicable law, in particular, they also need to be reasoned.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	There is no regulation of <i>iura novit curia</i> in the SAA. If arbitrators make use of their knowledge of the applicable law, they must guarantee that the principle of equality and contradiction, and the parties' right to be heard, are fully respected.
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> ?	No	
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?		<i>See</i> answer to question VIII.5 above.
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.	N/A	
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	Yet, such “catch-all” is frequently included in Spanish arbitration practice.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	
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.	N/A	

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?	N/A	
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	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	N/A	
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?	Yes	In practice this is generally done indirectly, i.e., the issues that are clearly designated are those resolved in the partial award, which leaves any other pending issues of the dispute reserved for later determination (this general reservation may be explicit).
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	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	N/A	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	<p>Post-award interests may be indicated by the arbitral tribunal if a party includes such petition in its prayers for relief and the arbitral tribunal grants it.</p> <p>In any event, according to Article 576 of the Spanish Civil Procedural Act, any order to pay an amount included in an arbitral award will accrue interests on arrears. The applicable interest rate is the one that results from the agreement of the parties. In the absence of agreement, the applicable interest rate will be the legal interest rate in force during the relevant period plus two points.</p>
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?	Yes	As part of the general requirement for the award to be reasoned.
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.		

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	As part of the general requirement for the award to be reasoned. Under the criteria of most institutions and also most Spanish bar associations (which may be relevant in case of <i>ad hoc</i> arbitrations) the reasonability of the costs claimed has to be considered.
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?	N/A	Following the answer to question XIII.1 , it is permitted except if it contradicts the agreement of the parties regarding allocations and liquidation of costs.
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	It is not required but under the criteria of most institutions the conduct of the parties is generally considered. Spanish bar associations criteria, which may be relevant in case of <i>ad hoc</i> arbitrations, indirectly also refer to the conduct of the parties when they state that number of procedural incidents needs to be considered.
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 it contradicts the agreement of the parties regarding allocations and liquidation of costs.
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	Yes	The criteria of most institutions and also most bar associations (which may be relevant in case of <i>ad hoc</i> arbitrations) establish that the complexity of the dispute needs to be considered.
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?	N/A	Following the answer to question XIII.3 above, it is permitted except if it contradicts the agreement of the parties regarding allocations and liquidation of costs.
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	Yes	Unless there is an incompatible agreement of the parties on cost allocation, under the criteria of most institutions and also most bar

			associations (which may be relevant in case of <i>ad hoc</i> arbitrations) this is the paramount criterion for allocating costs.
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?	N/A	
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	Although it is widely and generally observed in Spanish arbitration practice. Anyhow, the decision on costs needs also to be reasoned, which includes the liquidation of the costs that the award orders a party to pay.
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	It is widely and generally observed in Spanish arbitration practice.
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	Although it is widely and generally observed in Spanish arbitration practice. Anyhow, the decision on costs needs also to be reasoned, which includes the liquidation of the costs that the award orders a party to pay.
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	It is widely and generally observed in Spanish arbitration practice.
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?	N/A	
XIII.8	Are the arbitrators required to use certain size/type of paper?	No	

XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	N/A	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	No	
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	Although it is widely and generally observed in Spanish arbitration practice.
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	N/A	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	N/A	
XIV.2	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)?	Yes	<p>A typical structure would include:</p> <ol style="list-style-type: none"> 1. Introduction: Parties, Counsel, Arbitral Tribunal, Institution 2. Brief Summary of the Dispute and Arbitration Agreement 3. Procedural History 4. Prayer for Relief of both parties 5. Jurisdiction: Parties' positions and Tribunal's decision 6. Merits of the claim / Liability : Parties' positions and Tribunal's decision 7. Quantum / Damages: Parties' positions and Tribunal's decision 8. Determination of Costs and Costs' allocation 9. 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.		<i>See</i> answer to question XIV.2.a above.
XIV.3	Is it required to address jurisdiction before substance?	No	Yet, this is standard practice.
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	Yet, this is standard practice.
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	Yet, this is standard practice.
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?	N/A	

XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	Not necessarily <i>all</i> exhibits.
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	Not necessarily <i>all</i> the evidence.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	No	
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 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	Not necessarily <i>all</i> authorities.
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	No	
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?	Yes	
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	<i>See explanation in the answer to question VIII.5 above. The general view is that the application of <i>iura novit arbiter</i> must respect the parties' rights to be heard. Hence, when applied, arbitrators must ensure that the equality between the parties, and the principles of contradiction and the parties' right to be heard are respected.</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?	No	Not if the award can be sufficiently reasoned with the judicial precedents cited by the parties.
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	

XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	<i>See explanation in the answer to question VIII.5 above. The general view is that the application of <i>iura novit arbiter</i> must respect the parties' rights to be heard. Hence, when applied, arbitrators must ensure that the equality between the parties, and the principles of contradiction and the parties' right to be heard are respected.</i>
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	Although this depends on the nature, complexity and issues at stake in the case.
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	
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	Although this depends on the nature, complexity and issues at stake in the case.
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	Yes, as part of the reasoning.

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	N/A	