

IBA ARBITRATION COMMITTEE

SUB Committee on recognition and enforcement of arbitral awards

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

Author

Anna Grishchenkova, Evgeny Vasin, KIAP

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Russia			
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	With certain peculiarities
I.2	Is it required for the award to result from an agreement to arbitrate?	YES	-
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	YES	Russian laws do not provide for that directly, but the fact that arbitration was not initiated under an arbitration agreement is a ground for refusal to recognize and enforce an arbitral award. With that in mind it is recommended to mention the arbitration clause in the award to prove that the parties have consented to arbitration.
I.2.b	Does the agreement to arbitrate must be attached to the award?	NO	But it must be attached to the request for recognition and enforcement of the award when filed to the Russian court of law (in the original or a notarized version)

I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	YES	If it is notarized.
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?	-	-
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	YES	Russian courts assume that only final awards can be recognized and enforced (in most cases, such awards resolve a substantive issue. Potential exemption – award on costs in a form of a final award)
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	NA	-
I.4	Does the award must comply with certain minimal formal requirements?	YES	-
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	YES	A party can attach an original award or a notarized copy for recognition and enforcement
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	YES	-
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	YES	-
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	YES	-
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	YES	-
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?	NA	-
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	NA	Russian law does not specify a particular date of the award, but to avoid disputes it is recommended that the

			date should be the latest date (signing of the last of the arbitrators or confirmation of the award by the institution)
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	
I.5	Are partial awards permitted?	YES	The relevant laws do not preclude that as long as the partial awards provide resolution of the substance of the dispute (otherwise they will not be recognized and enforced when necessary). However, from practical point of view, it should be taken into account, that it is not always easy to explain to Russian judges that partial awards are final awards
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?	-	See above
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	-
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	YES	It depends on rules of particular institution. Under Russian arbitration laws, If rectification or interpretation is made under the arbitration panel's initiative, it should be made within 30 days since the date when the arbitral award has been rendered. If the parties seek interpretation/rectification they have 30 days to send the respective request to the

			<p>court which is then considers it within 30 more days. So:</p> <ul style="list-style-type: none"> - if done under the arbitrators' initiative – up to 30 days since the award has been rendered; - if requested by the parties – up to nearly 60 days since the award has been received. <p>By “days” here we mean calendar days.</p> <p>The deadlines can be postponed.</p>
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	YES	<p>The laws do not specify that, but as our practice shows, Russian courts understand it as a part of the initial award.</p> <p>During recognition and enforcement of foreign arbitral awards a reference to local laws of the place of arbitration confirming particular approach to additional awards also can help.</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?	-	-
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?	YES	Cases cover misprints, miscalculations and similar errors
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?	NA	The relevant laws do not limit the discretion. Rather they provide that an award can be interpreted.
I.7	Are interim or preliminary awards permitted?	YES	The general idea is that they are permitted, but they will not be enforced in Russia,

			because they will not be treated as final awards.
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?	NA	<p>Russian law does not cover that matter.</p> <p>In any case it is recommended that a final arbitral award contains the reasoning which usually includes identification of the applicable laws.</p>
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	NA	<p>Russian law does not cover that matter.</p> <p>Such decisions can be called “interim”, but it is recommended to include main reasoning on that matter to a final arbitral award in order to avoid risks of non-enforcement</p>
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?	NA	<p>Russian law does not cover that matter.</p> <p>Such decisions can be called “interim”, but it is recommended to include main reasoning on that matter to a final arbitral award in order to avoid risks of non-enforcement</p>
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?	NA	See above – interim awards as such are generally unenforceable.
I.8	Are awards by consent accepted?	YES	By “awards by consent” we assume an award whereby an arbitrator records a settlement agreement made between the parties.
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	YES	-

I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	YES	Such award shall contain the terms of the settlement, should not violate the rights of the third parties and should be related to a subject-matter of dispute
I.9	Are default awards accepted?	YES	By “default awards” we assume the awards rendered without participation of one of the parties. It depends on whether the absent party was properly notified of the arbitral proceedings. In case of proper notification, such awards are accepted
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?	YES	It is a general requirement that a party shall be “properly notified on appointment of arbitrators and initiation of arbitration, including of the place, date and time of arbitration proceedings” as well as that such notification be filed in advance so that the party should be able to provide evidence and express its legal views.
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	It is highly recommended. Otherwise it would trigger a risk of non-enforcement.

I.10	Is there a time limit requirement to render the award?	NO	The relevant laws do not set a time limit.
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.	-	-
I.11	Are arbitrators required to meet certain qualifications?	YES	It depends on the terms of the arbitration agreement and the internal documents of the arbitration institutions. If a place of arbitration is Russia and it is domestic arbitration, then chairman should have legal education
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	NA	It is presumed that such arbitrators shall be independent and impartial.
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	Although the contrary may be agreed by the parties.
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	Although the contrary may be agreed by the parties.
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?	-	-
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?	-	-
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?	-	-
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?	-	-

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?	-	-
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	YES	The parties decide which language(-s) shall be used in the course of arbitration proceedings. Should they fail to decide, the arbitrators will decide on the applicable languages themselves. Arbitrators are free to choose a proper language
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	NA	This is not covered by Russian law, but it is recommended to have arbitrators who understand a language of proceedings and award (themselves of with assistance of interpreter)
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	See above
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	NA	See above
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	See above
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	NA	See above
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	NA	See above
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	But in enforcement cases the court shall be provided with a notarized translation of the award.

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?	-	-
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	-	-
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	Depends on how the parties/arbitrators decide (see para II.2 above).
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	-	-
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	-	-
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	Depends on how the parties/arbitrators decide (see para II.2 above).
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)?	-	-
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?	NA	It is disputable. The laws on internal arbitration proceedings and in international commercial arbitration provide that the arbitration award shall be made in a written form (i.e. signed actually). But the procedural codes (on matters concerning enforcement) allow provision of arbitral awards in electronic form, the (electronic signature being recognized as an alternative to the actual one). We have not encountered disputes when electronic signature of an arbitrator was in question. However,

			judging from our experience, we assume that the courts will interpret the laws on arbitration and international arbitration literally and will demand a version of the award with an actual signature on it.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	NA	See above
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?	NA	Not really, although in practice Russian public authorities show skepticism against signatures made in black colour (because they can not be sure that this is original signature, rather than a copy of the signature (or even forged signature)).
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	It is recommended to use blue ink (see above).
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	-
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	-
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	In relation to domestic awards it is required by law. In relation to foreign awards the court will most probably apply either the relevant foreign law or consider domestic arbitration' requirements by analogy.
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	In domestic arbitral awards a signature of a dissenting arbitrator is required by default. See above.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	NA	-

III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	YES	-
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?	-	-
III.5	Is initialling of all the pages of the award required?	NO	By “initialing” we assume binding pages of the arbitral award. It is not required as such by law but is always welcome in practice to prevent forgery.
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?	-	-
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?	-	-
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	YES	See above.
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	See above.
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	See above.
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	NO	By default it is assumed that the award is rendered at the place of arbitration.
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	YES	-
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	-	-

III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	Please see our commentaries on electronic signature above.
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	NA	-
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	NO	-
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	-	-
III.9	Is it required for the arbitral award to bear the date?	YES	-
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	NA	The laws only require that the “date when the award has been rendered” shall be given. They do not specify whether any particular arbitrator shall fill in the date per individual signature.
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	-	-
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	-
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	-	-
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	-	-
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	-

III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	-	-
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)?	YES	It is recommended to write the entire date for avoidance of doubts
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	-
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	-	-
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	NA	-
III.11	Are the arbitrators free to choose the date in which their award will become effective?	NA	<p>Depends on the place of rendering of the award.</p> <p>Russian domestic arbitral awards can be challenged in the courts within 3 months upon receipt of the award (so the arbitrators' voluntary choosing of the effective date will contradict this rule).</p> <p>While no such limitation exists in relation to foreign arbitral awards the law still stipulates that only the date of rendering shall be given, but the courts may consider the requirements in the applicable foreign laws related to the place when the award was made.</p>
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?	NA	See above
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NA	See above

III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	YES	-
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	-	-
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?	-	-
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?	-	-
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.)?	-	-
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.)?	-	-
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	-
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NO	-
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NO	-
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NO	-

IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	YES	-
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	YES	-
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	-	-
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	NO	
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	NA	Only if this is allowed under rules of particular institution, otherwise, this may create doubts on impartiality of arbitrators
IV.5	Is it required to provide each of the parties with an original version of the award?	YES	-
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?	-	-
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	NO	-
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	NA	-
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?	NA	-
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?	NA	-

IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	YES	Or a notarized copy. This applies to recognition and enforcement.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	YES	Original or notarized copy
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NO	It is done by the party seeking enforcement.
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NO	It “shall” not be authenticated, but in enforcement of foreign awards it “should” be authenticated with a translation and an apostile (also a translated one) (there is a notorious practice where the courts ignore the provisions of the Hague convention and demand apostilled arbitral awards).
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?	-	Please see our commentaries on the electronic form above.
IV.8	Is it required for the notification of the award to be made by international courier?	NO	And the courts can be quite skeptical about such couriers in enforcement cases. So it is recommended to file the notification (in local arbitration cases) by Russian post (public postal service) (to ensure that the courts are ok with notification procedure and by international couriers (for timely notification).
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	-	-
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.	-	-

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	But consider our comment above.
IV.9	Is it required for the notification of the award to be made by public postal services?	NO	But consider our comment in IV.8 above.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	-	-
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.	-	-
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	YES	-
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	NO	But it can be done.
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	At the office of the arbitration institution. We recommend not to pick award at the offices of one of the arbitrators, in order to avoid risks of doubts of absence independence
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> ?	-	-
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.	-	-
IV.12	Is there any time limit established for notification purposes?	NO	But it is assumed that such notification shall be made within a reasonable time period.

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.	-	-
IV. 12	Are there any additional specific local requirements for the notification of the award?	NO	But consider our comment in IV.8 above.
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?	-	-
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)?	NA	Local arbitration is presumed to be entirely confidential. Foreign arbitration proceedings are not governed to this end.
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?	-	-
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)?	NA	Domestic arbitration is presumed to be entirely confidential. Confidentiality rules of foreign arbitration proceedings will depend on place of arbitration and applicable arbitration rules.
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?	-	-
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	NA	Confidentiality rules of foreign arbitration proceedings will depend on place of arbitration and applicable arbitration rules.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	-	-

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.	-	-
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	NA	Confidentiality rules of foreign arbitration proceedings will depend on place of arbitration and applicable arbitration rules.
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?	-	-
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.	-	-
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	NA	Confidentiality rules of foreign arbitration proceedings will depend on place of arbitration and applicable arbitration rules.
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?	NA	It may depend on the arbitration rules.
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?	NA	It may depend on the arbitration rules.

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)?	NA	It may depend on the arbitration rules.
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.	NA	It may depend on the arbitration rules.
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.	NA	It may depend on the arbitration rules.
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	NA	It may depend on the arbitration rules.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	It may depend on the arbitration rules.
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	It may depend on the arbitration rules.
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	NA	It may depend on the arbitration rules.
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?	NA	It may depend on the arbitration rules.
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	-
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	YES	If it relates to the reasoning for rendering the award.
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	YES	-

VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	NO	-
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	-
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	YES	It is recommended
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	YES	It is recommended
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?	YES	-
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?	YES	It is recommended
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?	YES	It is recommended
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	YES	
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	YES	It is recommended
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	YES	It is recommended
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	YES	-
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	YES	-

VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	YES	It is recommended
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	YES	It is recommended
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?	YES	-
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	NA	Yes in relation to the name of the arbitrations, while the laws do not specify the rest. We assume that it is necessary.
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	YES	-
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	YES	It is recommended
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	YES	It is recommended
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	NA	In general the award shall contain the description of the relevant facts.
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?	YES	It is recommended
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?	YES	-
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	But indication on the cover page may be convenient

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)?	YES	It is recommended
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	But indication on the cover page may be convenient
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	-
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	YES	Here by “arbitration agreement” we assume reference to such agreement as a procedural basis for initiation of arbitration proceedings.
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	But it is recommended
VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	YES	It is recommended
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	YES	It is recommended
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal’s treatment of the applications made by the parties?	YES	It is recommended
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	YES	It is recommended
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	YES	It is not required by laws as such but is recommended
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	Unless this is award correcting/modifying previous award

VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	YES	It is not addressed by the law
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NO	-
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NO	-
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	YES	-
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	Since the award shall contain the "justification of 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	-
VII.6	Is it required for the award to recite the parties' request for relief?	YES	-
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	It is not required by laws as such but is recommended
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	YES	-
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	YES	-
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	YES	-
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?	NO	But it is recommended

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	It is recommended
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	-
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?	NO	But it is recommended
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	It is recommended
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?	NO	But it is recommended
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	it is recommended
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	NO	-
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	-	-
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	NO	-

VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	-	-
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	-
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.	-	-
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?	-	-
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	YES	it is recommended
VIII.3	Is it permitted for the award to be issued without reasons?	NO	
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	YES	-
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	YES	-
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	YES	-
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?	NA	In local arbitration proceedings the arbitrators can apply either Russian laws or the laws chosen by the parties. But in foreign arbitration proceedings the principle works without limitation although issues of violation of public policy

			may arise in enforcement cases later on.
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.	-	-
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)?	NA	-
IX.3	Are arbitrators allowed to include in the award injunctive relief?	NA	Yes, but there may be difficulties in enforcement of such award
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	YES	-
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	YES	-
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	NO	-
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	NA	-
X. Dissenting and separate opinions		(Yes/ No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	YES	-

X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	NA	Russian laws do not cover that issue
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	NA	-
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	NA	Russian laws do not cover that issue
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?	NA	Russian laws do not cover that issue
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?	NA	Russian laws do not cover that issue
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	-
XI. Reservation of issues		(Yes/No/NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	YES	But the latter issue would have to be enforced separately.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	NA	This matter is disputable.
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.	-	-

XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	YES	
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	NO	But it is recommended to indicate them separately for clarity
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?	NA	Russian law does not cover that issue
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	YES	There are no prohibitions
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	NO	-
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	YES	-
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	NO	-
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	YES	-
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	NO	-
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	YES	-

XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	YES	-
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	NA	-
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	NA	It is recommended in case of allocation of costs
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	NA	-
XIII.7	Is it required for the award on costs to be reasoned?	YES	The laws generally require the arbitrators to give their reasoning.
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?	-	-
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.	-	-
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	-
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)?	-	-

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.	-	-
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	-
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.	-	Introduction, recitals, reasoning and operative part
XIV.3	Is it required to address jurisdiction before substance?	NO	The laws do not require that but addressing jurisdiction before substance is logical
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	YES	-
XIV.4	Is it required to discuss the merits of the claim before quantum?	NO	-
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	YES	-
XIV.5	When the resolution of 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	-
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?	NA	The award shall contain a description of evidence used by the arbitrator (in local arbitration proceedings). If all evidence has been used

			then the award shall identify all relevant exhibits.
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NO	-
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	NO	-
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	YES	-
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	NO	Only the relevant pieces of 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 a allowed to identify in the award all evidence submitted during the proceeding?	YES	-
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	NO	-
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	-	-
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?	-	-
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	NA	This may raise questions on enforcement stage (so-called "surprise for the parties"), therefore, it should be done cautiously
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?	-	-
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	This may raise questions on enforcement stage (so-called "surprise for the parties"), therefore, it should be done cautiously
XVI. Use of annexes and diagrams		(Yes/No/NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	YES	It is not forbidden thus it can be done.

XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	NO	-
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	YES	-
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	NO	-
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?		This may raise questions on enforcement stage (so-called “surprise for the parties”), therefore, it should be done cautiously
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	-	-