

# IBA ARBITRATION COMMITTEE

## SUB Committee on recognition and enforcement of arbitral awards

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

Author

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Romania			
I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	NO	In spite of the country not adopting the UNCITRAL Model Law, many of the provisions are similar with the Model Law
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	The specific legal requirement is for the award “to mention the agreement to arbitrate”. In practice, this is usually made by quoting the arbitration agreement and including a clear reference to the document on record in which this is to be found.
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?	NA	

I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	NO	
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	<b>Does the award must comply with certain minimal formal requirements?</b>	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?	NO	
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	YES	
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	The law requires for “the place where the award was rendered” to be mentioned in the award. In practice, arbitral tribunals mention the place of arbitration in and also render the award at the place of arbitration.
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	The date of the award is the date when the arbitrators reached the decision on the dispositive part of the award. The finalization of the drafting of the award and the actual signature was applied on the award may be a later moment in time.
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	Confirmation of the award is not a regular practice of the local court of

			<p>arbitration. Usually, the courts of arbitration only register the award, and have no role in confirming the award.</p> <p>ICC arbitrations with place of arbitration Romania follow the regular ICC procedure.</p>
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	
<b>I.5</b>	<b>Are partial awards permitted?</b>	YES	
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		In international arbitration, the law does not impose any limits regarding the cases in which a partial award may be rendered.
<b>I.6</b>	<b>Are rectificative or interpretative additional awards permitted?</b>	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?	NO	<p>The parties may request rectificative or interpretative awards or additional awards ( awards to complete the award when prayers of relief were left undecided), within 10 days upon receiving the award. Rectificative awards for material errors or computation errors may be also issues ex officio.</p> <p>There is no specific time limit for the tribunal to issue the interpretation award or supplementing award or the additional award, upon receiving a request in this respect.</p>
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	NA	

I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	YES	
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	NA	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		<p>Material orders in the arbitral award or other manifest errors that do not alter the result on the merits, as well as calculation errors may be addressed by a rectificative award.</p> <p>Also, the award may be amended if the arbitral tribunal omitted to deal with the main claim, or an ancillary or an incidental claim. This would be an additional award, not a stricto -sensu rectificative award.</p>
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?		Where clarifications are necessary regarding the meaning, the scope of application of the dispositive part of the award or the award contains contradictory provisions.
I.7	<b>Are interim or preliminary awards permitted?</b>	YES	In domestic arbitrations, under Romanian law, the arbitral tribunal can render only two types of decisions. Namely, (i) arbitral awards, which settle arbitral proceedings, and (ii) hearing minutes, through which arbitral tribunal record the hearings taking place within arbitral proceedings, on the one hand, and decide on all aspects preliminary to the case merit settlement is regulated.

			International arbitration is more flexible, as the law of domestic arbitration does not necessarily apply on this issue.
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	NO	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	NO	Not as interim awards. However, there are numerous international arbitrations under ICC rules where the tribunals bifurcated the proceedings and addressed the liability in a partial award, to be followed by a final award on the quantum. But the initial award was not an interim award, but 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?	NO	
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	
<b>I.8</b>	<b>Are awards by consent accepted?</b>	YES	
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	NO	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	
<b>I.9</b>	<b>Are default awards accepted?</b>	YES	In case of absence of the respondent, the law provides for the arbitral tribunal's possibility to decide to adjourn the case, and summon the parties when it considers their presence in an oral hearing as necessary, or decide to provide for a specific time

			limit for the parties to present their written briefs.
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	NO	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	YES	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	NA	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	NO	Only to be legally summoned by the arbitral tribunal before an award is rendered.
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	NO	
<b>I.10</b>	<b>Is there a time limit requirement to render the award?</b>	YES	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		In domestic arbitration, if the parties did not agree otherwise, the Arbitral Tribunal must render an award within 6 months from its constitution. The time limit is doubled for international arbitration.  However, failing to meet such time limit does not produce the effect of caducity of the arbitration unless at least one of the parties announced its intention to invoke such caducity, at the latest in the first hearing date.
<b>I.11</b>	<b>Are arbitrators required to meet certain qualifications?</b>	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>The law provides that only natural persons with full legal capacity may serve as arbitrators.</p> <p>By the arbitration agreement, parties may also require the arbitrators to meet certain qualifications, but in case the appointed arbitrators do not meet such requirements, this is a ground for challenge.</p>
<b>II. Language</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
II.1	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	YES	<p>While the legal provisions do not expressly stipulate this aspect, and hence there is no specific legal requirement in this respect, the doctrine points out that the arbitral award should be written in the language of the arbitral proceeding and this what practice confirms, as well.</p> <p>According to the law, the language of the proceedings shall be determined by the parties' agreement; if the parties did not reach an agreement, in the language of the contract or in an internationally used language determined by the arbitral tribunal.</p>
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?	NO	<p>While the legal provisions do not expressly stipulate this aspect, and hence there is no specific legal requirement in this respect, the tribunals followed the agreement of the parties and asked for clarifications</p>

			from the parties, when needed.
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	NA	While the legal provisions do not expressly stipulate this aspect, and hence there is no specific legal requirement in this respect, in practice arbitral tribunals followed the parties' request and make no choice of one language conflicting the agreement of the parties to have the award issued in all languages of the arbitration. Awards were issued bilingually.
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	NA	According to the law, the language of the proceedings shall be determined by the parties' agreement; if the parties did not reach an agreement, in the language of the contract or in an internationally used language determined by the arbitral tribunal.
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	According to the law, the language of the proceedings shall be determined by the parties' agreement; if the parties did not reach an agreement, in the language of the contract or in an internationally used language determined by the arbitral tribunal.
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	



II.2	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	YES	
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	The legal provisions do not establish the familiarity with a specific language as a prerequisite for an arbitrator to be appointed.
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	See answer from the point II.2 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?	NO	See answer from the point II.2 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?	NO	See answer from the point II.2 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?	NO	See answer from the point II.2 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?	NO	See answer from the point II.2 above
II.3	<b>Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?</b>	NO	There is no specific legal interdiction addressing this issue but this is a logical conclusion from the choice the doctrine and case law made in requiring for the language of the award to be the language of the arbitral proceedings, which may be one language or more than one, but not a compilation of languages.  It is frequent however for expressions in Latin to be used as such, without translation.
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	NA	The parties are not to make quotes other languages than the language of arbitration. This is not an issue to

			<p>appear at the time of the tribunal drafting the award, but it is a preliminary issue during the proceedings.</p> <p>In practice, if the arbitral tribunals are writing the entire award in two different languages, they do not combine the two languages into a sui generis compilation of languages, but draft two separate awards in two separate languages.</p> <p>However, expressions in Latin are used as such, without translation.</p>
II.3.b	If your answer to question <a href="#">II.3.a</a> is no, should a translator translate the quote?	NA	<p>The party which provided the quote has the obligation to submit it in both languages.</p> <p>Legal doctrine considers that the exhibits submitted by the parties should be translated by a certified translator ( certified by the Ministry of Justice) . In practice, the parties' agreement is usually for the parties to provide translations of all document and submissions, and, require translations to be made by a translator only if the parties' translation is contested.</p>
II.3.c	If your answer to question <a href="#">II.3.b</a> is yes, should that translator be selected by the arbitrators?	NA	
II.3.d	If your answer to question <a href="#">II.3.c</a> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <a href="#">II.3.b</a> is no, should one of the parties translate the quote?	YES	<p>The party which provided the quote as part of its submissions or exhibits has the obligation to submit it</p>

			in the languages of the proceedings.
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NO	The party which provided the quote as part of its submissions or exhibits has the obligation to submit it in the languages of the proceedings.
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text ( <i>ie.</i> sworn translator)?	NA	Legal doctrine considers that the exhibits submitted by the parties should be translated by a certified translator ( certified by the Ministry of Justice) . In practice, the parties' agreement is usually for the parties to provide translations of all document and submissions, and, require translations to be made by a translator only if the parties' translation is contested.
<b>III. Signature, date and place</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
III.1	<b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>	YES	There is no specific exclusion of the application of electronic signature in case of arbitral awards, but neither an express reference to the application of such signature for arbitral awards. There is no case law on electronic signature. The caselaw included so far only actual signatures.
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?	NO	
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	NO	

III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	
III.2	<b>In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?</b>	YES	The law states that the award must contain the signatures of all arbitrators, except when there is a dissenting opinion.
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	NO	There is a correlative requirement for the dissenting arbitrator to draft a dissenting opinion but the award does not need to provide an explanation, but it is customary in domestic arbitration for the award to have an indication that there is a dissenting opinion of the specific arbitrator.
III.3	<b>In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?</b>	YES	There is no interdiction in this respect.  In practice of the domestic courts of arbitration, the dissenting arbitrator may sign the award with the mention of the dissenting opinion which is then attached to the award or may choose simply to sign only the dissenting opinion and then the majority award makes a reference to the existence of a dissenting opinion.
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	
III.4	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	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?	NA	
<b>III.5</b>	<b>Is initialling of all the pages of the award required?</b>	NO	
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	NA	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	YES	There is no legal provision prohibiting the initialing every page of the award.
<b>III.6</b>	<b>In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?</b>	NO	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	YES	There is no contrary provision in Romanian procedural law this sense.
<b>III.7</b>	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	NO	
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	YES	There is no express legal permission in this respect, but this is usual practice.
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)?	NA	
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	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	NO	
<b>III.8</b>	<b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>	NO	

III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	NA	
III.9	<b>Is it required for the arbitral award to bear the date?</b>	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?	NO	The award bears the date when the Arbitral tribunal reached its decision on the dispositive part of the award. This may be a moment prior to the finalization of the reasoning of the arbitral award, under the rules of some of the domestic arbitral institutions. In such cases, the dispositive part of the award is recorded in the so called “minutes” which is in fact the exact wording of the dispositive part of the award registered with the arbitral institution as a separate document from the full reasoned arbitral award.
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	NO	
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	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)?	NA	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
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?	NA	

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	There is no legal requirement as to the format of the date.
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)?		There is no legal provision or jurisprudence in this sense. Usually, the date in Romania has the following format: day/month/year
III.10	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>	NO	
III.11	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	YES	
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	
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	
III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	YES	
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	NA	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	NA	
III.13	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	NO	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	

III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	
III.14	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	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.)?	NA	
<b>IV. Notification of the award</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
IV.1	<b>Are there any specific required means for the notification of the award?</b>	YES	Same as all procedural documents, under the applicable arbitral procedural rules.
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	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	YES	This is customary in institutional arbitration.
IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	YES	In ad hoc arbitration, the law provides that it is the Arbitral Tribunal's obligation to perform the notification of the award. However, parties may agree to require the services of an arbitral institution even for ad hoc arbitration, and in such case communication of the award may be one of the services to be provided by the arbitral institution, if so agreed by the parties.



IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	NA	
IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	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?	NO	There is no specific interdiction in this respect, but the logic conclusion goes towards a negative answer. Once the arbitration rules of the institution chosen by the parties provide for such role of the arbitral institution, the arbitrators cannot change the allocation of roles as per the rules.
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	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	There is no legal provision regulating such aspect. In practice, however, it is necessary for each claimant and each respondent to have an original version of the award in order to make use of it, if necessary.
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	NA	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	NO	As a general rule, no. There is an exception, however, when the award settles a dispute regarding the constitution or transfer of an ownership right of an immovable good. In such case the award must be authenticated or endorsed by the national courts through a decision.

			This exception is widely criticized in the Romanian legal literature.
IV.6	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	NO	
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	NO	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	NO	<p>There is no mandatory provision in this respect in the law.</p> <p>This is not customary for the domestic courts of arbitration. International arbitral institutions such as ICC would apply their own rules in this respect and usually provide arbitrators with such copy.</p>
IV.7	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	NO	<p>In ad hoc arbitrations, the law provides that the arbitral tribunal shall deposit with the relevant courts of law, at the end of the arbitration, the whole arbitration file, alongside with the proof of communication of the award to the parties. There is no express provision that the courts of law shall receive an original version of the award as a separate operation.</p> <p>For institutional arbitration, there is no similar requirement to provide the courts of law with the arbitration file or the arbitral award, but the arbitral institution shall deposit such documents.</p>

IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	NO	
IV.8	<b>Is it required for the notification of the award to be made by international courier?</b>	NO	
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	YES	The law states that the communication towards the parties of the award shall be made by registered letter with express content and confirmation of receipt.
IV.9	<b>Is it required for the notification of the award to be made by public postal services?</b>	NO	Usually, in Romania the registered letter with express content and confirmation of receipt is made with the public postal service. However, as long as a courier can provide the same guarantees, there is no express provision stating that the public postal services must be used.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	

IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	YES	
IV.10	<b>Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?</b>	NO	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	NO	While there is no express prohibition in this sense, the law states that the communication shall be done in the manner described at the answer from the questions from IV.8 and IV.9 above.
IV.11	<b>After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?</b>	NO	
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	NA	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	
IV.12	<b>Is there any time limit established for notification purposes?</b>	YES	
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.		In domestic arbitration the communication timeframe is of maximum one month, and in international arbitration the timeframe doubles.
IV.12	<b>Are there any additional specific local requirements for the notification of the award?</b>	NO	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	

<b>V. Confidentiality</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
<b>V.1</b>	<b>Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?</b>	YES	While there is no specific legal provision in this sense, the parties do not have access to the draft of the award.
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	NA	
<b>V.2</b>	<b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>	YES	The arbitrators must not express the comments and views that would indicate the parties the solution which will be reached in the arbitration, since such an expression may be considered a prejudgment opinion.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	NA	According to the law, the deliberation process of the arbitral proceedings is confidential and secret.
<b>V.3</b>	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	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.	NA	
<b>V.4</b>	<b>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</b>	NO	
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	

V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.5	<b>Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?</b>	NO	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.6	<b>Does the award need to explicitly provide if it is (or not) of confidential nature?</b>	NO	This is not mandatory by law, but diligent arbitral tribunals usually make such reference in the award.
<b>VI. Secretary of the Arbitral Tribunal</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VI.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	NA	The use of arbitral tribunal secretary is not regulated by law. The parties should clarify the extend of the role of the secretary or the rules of the arbitral institution chosen by the parties.
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	
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	
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	
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	

VI.2	<b>Is it required for the award to state the name of the arbitral tribunal secretary?</b>	NO	There is no legal provision in this respect. However, in case of institutional arbitration, where there is such choice of a secretary, there is such requirement. This is customary for the domestic courts of arbitration.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	NA	There is no legal provision in this respect. However, in case of institutional arbitration, where there is such choice of a secretary, there is such requirement. This is customary for the domestic courts of arbitration.
VI.3	<b>In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?</b>	NA	
<b>VII. Content of the award</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VII.1	<b>Is it mandatory to state within the award the reasons upon which the award is based?</b>	YES	
VII.2	<b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>	YES	
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	YES	

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?	YES	
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?	NO	
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	
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	
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	NA	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	NA	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	YES	
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	
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	
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?	NO	
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	
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	There is no legal provision in the Romanian procedural law in this sense.
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	Names of the arbitrators yes but not their nationality and contact details.
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	
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	
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?	YES	
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	
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	In practice, however, the type of award is mentioned on the first page also.

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	
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award??	NO	
<b>VII.3</b>	<b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>	YES	
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	YES	
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	
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	
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	
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	
<b>VII.4</b>	<b>If the award follows a prior award, is it required for the newer award to make reference to the prior award?</b>	NO	The law do not specifically regulate this issue.  In practice, however, as part of the procedural history the newer award does make reference to the prior award.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	NA	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	NA	

VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NA	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	<b>Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?</b>	YES	If the basis of the arbitral tribunal's jurisdiction is grounded on the arbitral agreement, then yes, the law specifically states that the arbitral agreement must be mentioned in the award.
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	
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	<b>Is it required for the award to recite the parties' request for relief?</b>	YES	The law does not specifically request for the award to recite word for word the parties' request for relief, but it does request to mention the parties' positions and, hence, their relief sought.
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	
VII.7	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	NO	There is no legal requirement in this respect, but this is customary.
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?	NO	

VII.8	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	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	
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?	NO	
VII.9	<b>Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?</b>	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	There is no express provision in this respect, but this is customary.
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	<b>If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	YES	According to the law, the award must contain a short description of the parties' position which is in dispute.
VII.11	<b>If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?</b>	YES	
VII.12	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	YES	
VII.13	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?</b>	YES	

VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	NO	
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	<b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>	NO	
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
<b>VIII. Reasoning and findings</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VIII.1	<b>Is it required for the award to contain the arbitral tribunal's reasoning?</b>	YES	
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	NO	
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	NA	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	NO	This is not mandatory, but it is customary,
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	NO	The arbitral tribunal must present its reasons. However, it is customary to address each argument of the parties.
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	NO	
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	YES	Only is expressly permitted by the parties in the arbitration agreement.

VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	YES	Only for domestic law in domestic arbitration. Not for foreign law ( i.e. the law other than of the place of arbitration)
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.5.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		The arbitral tribunal apply it for domestic law, but not for foreign law ( i.e. the law other than of the place of arbitration). Same as above.
<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
IX.1	<b>Is it required for the award to contain the arbitral tribunal’s ultimate findings and decisions?</b>	YES	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	NO	This is however customary in domestic arbitration or domestic courts of arbitration.
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.	NA	
IX.2	<b>In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?</b>	YES	The law requires only for all prayers of relief of the parties to be addressed.
IX.3	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	YES	
IX.4	<b>Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?</b>	YES	
IX.5	<b>Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?</b>	YES	

IX.6	<b>Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?</b>	NO	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
<b>X.</b>	<b>Dissenting and separate opinions</b>	<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
X.1	<b>Is it allowed for the arbitrators to write a dissenting or separate opinion?</b>	YES	If they dissent, it is mandatory to write a dissenting opinion.
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	While there is no specific regulation in this sense, in practice, the dissenting opinion is an attachment to the award and not a separate document from the award.
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	NA	
X.2	<b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>	<b>NO</b>	
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	There is no legal interdiction in this respect, but this is not customary.
X.3	<b>If an arbitrator disagrees with the majority’s determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?</b>	NO	The law requires for the dissenting arbitrator to draft and motivate such decision. This is a duty of the dissenting arbitrator.
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	

<b>XI. Reservation of issues</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XI.1	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	YES	
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	YES	
<b>XII. Style and length</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XII.1	<b>It is required for footnotes and citations in the award to be presented in a specific style?</b>	NO	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	NA	
XII.2	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	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?	YES	
XII.3	<b>Are there any restrictions or requirements as to the length of the award?</b>	NO	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	
<b>XIII. Award of costs</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XIII.1	<b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>	NO	While the state courts have this possibility according to the law, this specific requirement is not to be found as far as the arbitrators are concerned.



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 is no specific interdiction in this respect. Allocation of costs is to be made upon the agreement of the parties or, absent such agreement, under the cost follow the event rule.
XIII.2	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	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	There is no specific legal interdiction in such respect. Parties agreement or arbitral rules of the arbitral institutions chosen by the parties may refer to such situations.
XIII.3	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	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?	NO	
XIII.4	<b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>	YES	See answer to the question XIII.2 above
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	NA	
XIII.5	<b>Regarding the arbitral tribunal's costs &amp; expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?</b>	NO	
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	YES	There is no provision prohibiting such action.
XIII.6	<b>Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?</b>	NO	

XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	YES	
XIII.7	<b>Is it required for the award on costs to be reasoned?</b>	YES	All decisions of the arbitral tribunal must be reasoned. There is no exception for the awards on costs.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	NA	
XIII.8	<b>Are the arbitrators required to use certain size/type of paper?</b>	NO	
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	NA	
XIII.9	<b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>	NO	
<b>XIV. Structure of the Award</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
XIV.1	<b>Is it required for the award to separate its formal from its substantive aspects?</b>	YES	
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)?	NO	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	NA	
XIV.2	<b>Is there a requirement to follow a specific structure of the award?</b>	NO	The provisions of the law only mention the aspects that must be indicated in the award and not a structure of the award as well.
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.		The classic type of structure – introduction, recitals, reasoning and operative part – is customary.
XIV.3	<b>Is it required to address jurisdiction before substance?</b>	YES	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	NA	
XIV.4	<b>Is it required to discuss the merits of the claim before quantum?</b>	NO	
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	YES	Not in domestic arbitration approach, yes in international arbitration. In domestic arbitration, quantum is an issue of the merits, not to be treated separately from the liability.
XIV.5	<b>When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?</b>	NO	
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	YES	
<b>XV. References to exhibits, authorities and witnesses declarations</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XV.1	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	NO	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	NO	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	YES	

XV.2	<b>Is it required to identify in the award all evidence submitted during the proceeding?</b>	NO	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	NO	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	YES	
XV.3	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	NO	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	NO	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	YES	
XV.4	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	NO	
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	NO	
XV.5	<b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>	NO	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	YES	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	NO	
XV.6	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	YES	

XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	NO	Only if needed
XV.7	<b>Is it permitted to cite in the award judicial precedents that were cited by the parties?</b>	YES	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	NO	
XV.8	<b>Is it permitted to cite in the award legal authors and doctrine?</b>	YES	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	YES	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	NO	
<b>XVI. Use of annexes and diagrams</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
XVI.1	<b>Are annexes to the award permitted?</b>	YES	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	NO	
XVI.2	<b>Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?</b>	YES	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	NO	
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	YES	There is no specific interdiction to use such tools if it does not contain different data than the one on record. However, except tables, this is not customary in domestic arbitration.

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