

IBA ARBITRATION COMMITTEE

Sub Committee on recognition and enforcement of arbitral awards

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

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Name of the Country- Azerbaijan			
I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	Yes	The Law of Azerbaijan Republic on International Arbitration ("Law on International Arbitration") is based on the 1985 edition of the UNCITRAL Model Law.
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	1) Article II of New York Convention 2) Law on International Arbitration Article 7.1 and Article 36.1.a.i.
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate have to be transcribed into the award?	No	
I.2.b	Does the agreement to arbitrate have to be attached to the award?	Yes	The legislation is silent in this matter, there is no requirement about it. However, the Supreme Court of the Republic of Azerbaijan, that deals with the recognition and enforcement of arbitral awards, usually requires it.

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?	No	The authenticity of arbitration agreements have to be proved.
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?		Either an original version of the arbitration agreement or if a copy of the agreement is provided, then it must be approved by notarial office and apostile.
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	Article 8 of Law on International Arbitration of the Republic of Azerbaijan
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?	No	Chapter III of the Law on International Arbitration covers the procedural aspects of the arbitration process. Procedural issues are not resolved in the form of a separate order, but as part of the arbitral award.
I.4	Does the award must comply with certain minimal formal requirements?	Yes	According to Article 477 of the Civil Procedure Code of Azerbaijan, the provisions of this code can be applied to the arbitration award, and the requirements related to the court resolution are reflected in the 16th chapter of that code.
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	Article 475 of Civil Procedural Code of the Republic of Azerbaijan.
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	Article 31 of Law on International Arbitration.
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	Article 31.2 of Law on International Arbitration.

			Article 217.1 of Civil Procedural Code of the Republic of Azerbaijan.
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	Article 31.3 of Law on International 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	Article 31.3 of Law on International Arbitration.
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	
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?	Yes	The date of the award is the date of announcement of the award, regardless of the time of signing by arbitrators. (Article 382 of Civil Procedural Code of the Republic of Azerbaijan).
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	Article 220.5 of Civil Procedural Code of Republic of Azerbaijan.
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 legislation there is not the list of cases when partial awards are permitted.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	Article 33 of Law on International Arbitration.
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	Article 33.1 of Law on International Arbitration states that where the arbitration court deems such

			request wellgrounded, it shall make the relevant correction, or provide relevant interpretation, within 30 days of the receipt of such request.
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	Article 33.1 (b) of Law on International Arbitration.
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	N/A	
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?		Article 33.1 (a) of Law on International Arbitration: a) any of the parties may request the arbitration court to eliminate writing, printing and calculation errors, as well as other similar errors made in the decision, provided that the other orate is informed in respect thereof;
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?	Yes	Article 33.1 (b) of Law on International Arbitration: b) any of the parties may, upon the relevant agreement between the parties, request the arbitration court to interpret a concrete part or clause of the decision, provided that the other orate is informed in respect thereof.
I.7	Are interim or preliminary awards permitted?		In the legislation and in the practice of the Arbitration Court of the Republic of Azerbaijan, there was no practice or specific provision regarding interim and preliminary 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?		There is no specific provision in legislation.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
I.8	Are awards by consent accepted?	Yes	Article 30 of Law on International Arbitration.
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	According to Article 30 of Law on International Arbitration, the requirements in Article 31 should be met.
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	<p>Article 31 of Law on International Arbitration</p> <p>1. Form and Signatures: Written, signed by arbitrator(s), majority if multiple, reasons for missing signatures.</p> <p>2. Motives: it should state reasons unless the parties agree otherwise or under agreed conditions.</p> <p>3. Date and Place: it should specify adoption date and place, deemed adopted there.</p> <p>4. Copies: It should provide signed copies to each party post-adoption.</p>
I.9	Are default awards accepted?		There is no specific provision in legislation.

			There are no default awards in practice yet.
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?		
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?		There is no specific provision in legislation.
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?		
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?		
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?		
I.10	Is there a time limit requirement to render the award?	No	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		
I.11	Are arbitrators required to meet certain qualifications?	Yes	
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	Yes	Article 11.4(c) of Law on International Arbitration.
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes	Article 22.1 of Law on International Arbitration
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	Article 22.1 of Law on International Arbitration.
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?	No	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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	There is no restriction in legislation
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	N/A	

II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	N/A	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	N/A	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	N/A	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	N/A	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	N/A	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text (<i>ie. sworn translator</i>)?	N/A	
III. Signature, date and place			
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	No	Article 10-1.7 of Civil Procedural Code of Republic of Azerbaijan.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	Article 10-1.7 of Civil Procedural Code of Republic of Azerbaijan.
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	There is no specific provision in legislation.
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	Yes	Article 31.1 of Law on International Arbitration.
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	Article 31.1 of Law on International Arbitration.

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	There is no specific provision in legislation
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	There is no specific provision in legislation
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	There is no specific provision in legislation
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	Article 31.1 of Law on International Arbitration considers absence of signature which means it is not required an arbitral award to sign by all arbitrators.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	Article 31.1 of Law on International Arbitration require majority of signatures.
III.5	Is initialling of all the pages of the award required?	Yes	Case law from Supreme Court of Azerbaijan.
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?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	N/A	
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	There is no restriction in legislation
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?		
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No	

III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	There is no restriction in law.
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	No	There is no restriction in law.
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?		
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	There is no provision in legislation or practice which shows difficulty regarding not physically signing the award at the place of arbitration
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	No	There is no specific requirement in legislation.
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	Article 31.3 of Law on International Arbitration.
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	
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	The date of the award is the date of announcement of the award, regardless of the time of signing by arbitrators. (Article 382 of Civil Procedural Code of the Republic of Azerbaijan).
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?	No	

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)?	Yes	
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?	No	
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)?		There is no specific provision in legislation.
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?		There is no specific provision in legislation.
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	
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)?		Day/month/year
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)?		Day/month/year
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?		There is no restriction in law.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	No	
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	No	
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.	Yes	The award comes into force from the moment of its adoption.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	Article 31.3 of Law on International Arbitration.
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	No	

III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	No	
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?	Yes	
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.)?	Yes	Signatures of arbitrators.
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?	Yes	
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?	Yes	By electronic court system.
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?	Yes	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?		There is no specific provision in legislation.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?		There is no specific provision in legislation.

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?		There is no specific provision in legislation.
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
IV.5	Is it required to provide each of the parties with an original version of the award?	No	Article 31.4 of Law on International Arbitration.
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)?		
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?		Article 31.4 of Law on International Arbitration: After an arbitration decision is adopted, each party shall be provided with a copy of such decision, such copy being signed in accordance with Paragraph 1 hereof.
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	Yes	Article 31.4 of Law on International Arbitration.
IV.6	Is it required to provide each of the arbitrators with an original version of the award?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	Yes	

IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?		Original version.
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	Yes	Article 475 of CPC.
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	Yes	There should be signature of arbitrators.
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?		
IV.8	Is it required for the notification of the award to be made by international courier?	No	There is no specific provision in legislation.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?		There is no specific provision in legislation.
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.		There is no specific provision in legislation.
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	There is no specific provision in legislation.
IV.9	Is it required for the notification of the award to be made by public postal services?	No	There is no specific provision in legislation.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?		There is no specific provision in legislation.
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.		There is no specific provision in legislation.
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	There is no specific provision in legislation.
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	There is no specific provision in legislation

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	There is no specific provision in legislation
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	There is no specific provision in legislation
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> ?		There is no specific provision in legislation
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.		There is no specific provision in legislation
IV.12	Is there any time limit established for notification purposes?	No	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.		
IV. 12	Are there any additional specific local requirements for the notification of the award?	No	There is no specific provision in legislation
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)?	No	
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?	No	There is no specific provision in legislation.
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)?	No	There is no specific provision in legislation.

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?	No	There is no specific provision in legislation.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	No	There is no specific provision in legislation.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?		There is no specific provision in legislation.
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.		There is no specific provision in legislation.
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	No	There is no specific provision in legislation.
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?		There is no specific provision in legislation.
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.		There is no specific provision in legislation.
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	There is no specific provision in legislation.
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?		There is no specific provision in legislation.
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.		There is no specific provision in legislation.
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	There is no specific provision in legislation.
VI. Secretary of the Arbitral Tribunal		(Yes/ No /NA)	Additional comments, if any.
V.I.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	Yes	There is no specific provision in legislation.

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?	Yes	There is no specific provision in legislation.
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	Yes	There is no specific provision in legislation.
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.		There is no specific provision in legislation.
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.		There is no specific provision in legislation
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	There is no specific provision in legislation
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?		
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?		
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?		
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	No	There is no specific provision in legislation.
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	Article 31.2 of Law on International Arbitration.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	Cases of Supreme Court of Republic of Azerbaijan.

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?	No	Article 220.3 of Civil Procedural Code of the Republic of Azerbaijan, names of the parties are required.
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	Article 220.3 of Civil Procedural Code of the Republic of Azerbaijan, names of the legal representatives are required.
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?	No	It is not required to reference the date, parties and precise terms of arbitration agreement.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	Yes	
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?	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?	No	There is no specific provision in legislation.
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?	No	There is no specific provision in legislation.
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	
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	There is no specific provision in legislation

VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	No	There is no specific provision in legislation
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	No	There is no specific provision in legislation
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?		
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?		
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?		
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?	No	Name of Arbitrators are required.
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	No	Article 11.5 of Law on International Arbitration, separate decision.
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	Cases of Supreme Court of Azerbaijan on Arbitration.
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	Cases of Supreme Court of Azerbaijan on Arbitration.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	No	
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	There is no time limit to render the awards.
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	It must be indicated in the last page of award.
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	Cases of Supreme Court of Azerbaijan on Arbitration.
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	In the cover page, the name of award, name of parties, date, number of case and key words are indicated.
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	No	There is no specific provision in legislation.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?		
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?		
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?		
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?		
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?		
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?		
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	Yes	
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?	Yes	

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	
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?	No	There is no specific provision in legislation.
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?	No	There is no specific provision in legislation.
VII.6	Is it required for the award to recite the parties' request for relief?	No	This follows from case law of Supreme Court of Azerbaijan on Arbitration.
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?		
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	Yes	Article 217.3 of Civil Procedural Code of Republic of Azerbaijan.
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	Article 217.3 of Civil Procedural Code of Republic of Azerbaijan.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	Yes	

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	Article 217.2 of Civil Procedural Code of Republic of Azerbaijan.
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?	No	Precedents of Supreme Court of Republic of Azerbaijan, only facts and circumstances of the case are included.
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)?		
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?		
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?		
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	
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	Article 217.1 of Civil Procedural Code of Republic of Azerbaijan.
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	Cases of Supreme Court of Azerbaijan on Arbitration.
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	Article 28 of Law on International Arbitration.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	There is no specific provision in legislation.
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	<p>There is no specific provision in legislation.</p> <p>However, according to Article 465.1.5 of Civil Procedural Code of Republic of Azerbaijan the award may be refused based on where enforcement of resolution is contrary to general principles of legislation of the Azerbaijan Republic or its sovereignty which stipulates money laundering as well.</p>
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	Article 31.2 of Law on International Arbitration.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	Yes	Article 31.2 of Law on International Arbitration.
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.	Yes	An arbitration decision shall indicate motives on which the decision is based, unless there is an agreement between the parties not to indicate the motives or a decision is adopted under conditions agreed between the parties.
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	Yes	Article 31.2 of Law on International Arbitration.
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	

VIII.3	Is it permitted for the award to be issued without reasons?	No	Article 31.2 of Law on International Law.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	Article 28.3 of Law on International Arbitration.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	No	Article 28.1 of Law on International 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> ?	No	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?	No	
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" <i>dispositif</i> (i.e. all other claims are dismissed)?	No	
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	

IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	Yes	
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.		
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?		There is no restriction in legislation. Additionally, there is no dissenting and/or separate opinion in practice.
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?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
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?		There is no specific provision in legislation.
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?		There is no specific provision in legislation.
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?		There is no specific provision in legislation
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?		There is no specific provision in legislation
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	There is no specific style for footnotes and citations in award.
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.		
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	There is no specific provision in legislation.
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	There is no specific provision in legislation.
XII.3	Are there any restrictions or requirements as to the length of the award?	No	There is no requirement with regard to the length of award in legislation. It depends on the complexity of case.
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?	No	There is no specific provision in legislation.
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 provision in legislation.

XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	Yes	There is no specific provision in legislation.
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?		
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	There is no specific provision in legislation.
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	There is no specific provision in legislation.
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	There is no specific provision in legislation.
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	No	There is no specific provision in legislation.
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 specific provision in legislation.
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	No	There is no specific provision in legislation.
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	There is no specific provision in legislation.
XIII.7	Is it required for the award on costs to be reasoned?	No	There is no specific provision in legislation.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	Yes	There is no specific provision in legislation.

XIII.8	Are the arbitrators required to use certain size/type of paper?	No	There is no specific provision in legislation.
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?		There is no specific provision in legislation.
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?	Yes	
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)?		
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 structure of court judgments in Article 220.2 of Civil Procedural Code of Republic of Azerbaijan may be applicable to the structure of the award based on Article 477 of the Civil Procedural Code of Republic of Azerbaijan. According to Article 220.2, the award consists of introduction, description, justification and conclusion parts.
XIV.3	Is it required to address jurisdiction before substance?	Yes	

XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?		
XIV.4	Is it required to discuss the merits of the claim before quantum?	Yes	
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?		
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)?	Yes	Article 193.1 of Civil Procedural Code of the Republic of Azerbaijan.
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?		
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?	Yes	Article 220.4 of CPC.
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	Yes	Article 220.4 of CPC.
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?		
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?		
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	Yes	Article 220.4 of CPC.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	Yes	Article 220.4 of CPC.
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?		

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?		
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	Yes	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?		There is no specific provision in legislation.
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?		
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?		
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	There is no specific provision in legislation and case law.
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	There is no specific provision in legislation.
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	No	There is no specific provision in legislation.
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	There is no specific provision in legislation.
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?		There is no specific provision in legislation and customary practice in Azerbaijan.
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	There is no limitation in legislation.
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?		There is no specific provision in legislation and customary practice in Azerbaijan.

XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	There is no limitation in legislation.
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	It depends on the case
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	There is no specific provision in legislation.
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	No	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	There is no specific provision in legislation.
XVI. Use of annexes and diagrams		(Yes/No/NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	No	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?		
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?	No	Article 217.1.4 of CPC,
XVII. Miscellaneous		(Yes/No/NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	Yes	

XVII.1.a	<p>If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed</p>	<p>Article 31 of Law on International Arbitration.</p> <p>1. Form and Signatures: Written, signed by arbitrator(s), majority if multiple, reasons for missing signatures.</p> <p>2. Motives: it should state reasons unless the parties agree otherwise or under agreed conditions.</p> <p>3. Date and Place: it should specify adoption date and place, deemed adopted there.</p> <p>4. Copies: It should provide signed copies to each party post-adoption.</p>
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